Client Agreement

Final Version: 29 October 2024

Table of Contents

CLIENT AGREEMENT 5

1. INTRODUCTION 5
2. SERVICES WE MAY PROVIDE AND DEALINGS BETWEEN YOU AND US 5
3. YOUR TRADING HISTORY RECORDS 7
4. TAX FILINGS AND LEVIES 8
5. CORPORATE ACTIONS 8
6. CONFLICTS OF INTEREST 9
7. COMMISSIONS, CHARGES AND OTHER COSTS 9
8. PAYMENT, CURRENCY CONVERSION AND SET-OFF 10
9. PROVIDING QUOTES 11
10. OUR LIABILITY TO YOU 11
11. COMMUNICATIONS 13
12. WRITTEN NOTICE 13
13. AMENDMENT AND TERMINATION 13
14. PERSONAL DATA 14
15. CONSENT TO DIRECT CONTACT 15
16. MARKET ABUSE 15
17. DEFAULT 15
18. YOUR REPRESENTATIONS AND WARRANTIES 16
19. SECURITY INTEREST 18

20. FORCE MAJEURE 18
21. INACTIVE ACCOUNTS 19
22. ACCESS DATA 20
23. USE OF THE TRADING PLATFORM AND SAFETY 20
24. RISK DISCLOSURES 21
25. ASSIGNMENT AND TRANFER 21
26. ENTIRE AGREEMENT 21
27. WAIVER 22
28. SWAP FREE ACCOUNTS 22
29. INTELLECTUAL PROPERTY 23
30. MISCELLANEOUS 23
31. APPLICABLE LAW AND JURISDICTION 24
32. DEFINITIONS AND INTERPRETATION 24

SCHEDULE 1: EXINITY UK LIMITED 28

1. CAPACITY 28
2. YOUR CLASSIFICATION 28
3. JOINT ACCOUNTS 29
4. CLIENT MONEY SEGREGATION 29
5. CLIENT MONEY PROTECTION 29
6. TREATMENT OF CLIENT MONEY 29
7. FINANCIAL SERVICES COMPENSATION SCHEME 29
8. CONFIDENTIALITY 29
9. INTELLECTUAL PROPERTY 31
10. COMPLAINTS MANAGEMENT PROCEDURE 32
11. APPLICABLE LAW AND JURISDICTION 32
12. DEFINITIONS 32

SCHEDULE 1: EXINITY LIMITED 34

1. CAPACITY 34
2. JOINT ACCOUNTS 34
3. CLIENT ASSETS 34
4. AGGREGATION 35
5. CUSTODY 35
6. SETTLEMENT FOR STOCKS 36

7. REPORTING REQUIREMENTS 36
8. INTELLECTUAL PROPERTY 36
9. COMPLAINTS MANAGEMENT PROCEDURE 37
10. APPLICABLE LAW AND JURISDICTION 37
11. DEFINITIONS 38
SCHEDULE 1: EXINITY CAPITAL EAST AFRICA LIMITED 39
1. CAPACITY 39
2. CLIENT ASSETS 39
3. AGGREGATION 40
4. CUSTODY 40
5. SETTLEMENT FOR STOCKS 41
6. CONFIDENTIALITY 41
7. INTELLECTUAL PROPERTY 42
8. COMPLAINTS MANAGEMENT PROCEDURE 42
9. APPLICABLE LAW AND JURISDICTION 42
10. DEFINITIONS 43
SCHEDULE 1: EXINITY ME LIMITED 45
1. CAPACITY 45
2. CLIENT ASSETS 45
3. AGGREGATION 45
4. CUSTODY 46
5. SETTLEMENT FOR STOCKS 46
6. SECURITIES LENDING 47
7. RISK DISCLOSURES 47
8. NEMO ASSISTANT 47
9. COMPLAINTS MANAGEMENT PROCEDURE 47
10. CONFIDENTIALITY 48
11. INTELLECTUAL PROPERTY 48
12. the Company's IP, unless otherwise specified in the Operative Agreements.APPLICABLE LAW AND JURISDICTION 49
13. DEFINITIONS 49
APPENDIX 1: REGULATIONS ON TRADING CFDS INSTRUMENTS 51
1. INTRODUCTION 51

2. GENERAL TERMS 51
3. ASK AND BID PRICES. SPREAD 51
4. LEVERAGE 52
5. STOP LOSSES 52
6. TAKE PROFIT 52
7. QUOTES BASE SYNCHRONISATION 52
8. MARKET ORDERS 52
9. CLOSING A POSITION 53
10. PROCESSING AND EXECUTION OF AN ORDER TO CLOSE A POSITION 54
11. EXECUTION PRICE AND MARKET FLUCTUATIONS 54
12. STOP OUT 54

CLIENT AGREEMENT

1. INTRODUCTION

1.1. This Client Agreement (the "**Agreement**") is entered by and between you (the "**Client**") and us (the "**Company**"). It sets out the basis on which we will enter into Transactions with you. It governs each Transaction entered into or outstanding between us and you on or after the date that this Agreement comes into effect.

1.2. We may refer to ourselves as "we", "us", "our", "ours" or "ourselves", as appropriate. Similarly, you, the Client, may be referred to as "you", "your", "yours" or "yourself", as appropriate.

1.3. The terms of this Client Agreement are legally binding and will take effect after receipt by you, or on you beginning or continuing to undertake business with us.

2. SERVICES WE MAY PROVIDE AND DEALINGS BETWEEN YOU AND US

2.1. The Operative Agreements governs all your trading activity and non-trading operations with us. You must read it carefully. Amongst other things, they set out those matters which we are required to disclose to you under the Applicable Regulations.

2.2. In relation to any Transaction, we act on a principal-to-principal or agency basis on your behalf. This means that, unless otherwise agreed, we will treat you as our client for all purposes. It also means that, unless otherwise agreed, you will be directly and fully responsible for performing the obligations under each Transaction you make. If you act in relation to or on behalf of another person, we will not accept that person as an indirect client of ours and will accept no obligation to that person, unless otherwise specifically agreed. This is regardless of whether or not you make the identity of that person known to us.

2.3. The following Services that we may provide are subject to you fulfilling your obligations owed to us under the Operative Agreements.

2.4. We may offer the following Services to you:

a) receive and transmit orders or execute (on our own account) orders for you in certain financial instruments as a principal or as an intermediary (in accordance with our Order Execution Policy);

b) provide foreign currency services provided they are associated with the provision of an investment service that we offer to you;

c) provide safekeeping and administration of financial instruments for your account (as and if applicable). This includes custodianship and related services, such as cash/collateral management; and/or

2.5. granting you margin to transact with an Instrument, provided that you are party to a Transaction; and

a) any other services that we may provide from time to time on these or other terms as agreed between us. We may do whatever we consider necessary or desirable (but are not obliged to do so) for, or incidental to, the provision of our Services including but not limited to the provision of research in relation to any investment,

(together, the "**Services**").

2.6. We transact with you on an execution-only basis and will not:

a) provide you with any form of investment advice for your planned Transactions or monitor the status of the current ones;

b) check the suitability of the Transaction on your behalf;

c) make any statements of opinion to encourage you to make any particular Transaction;

d) monitor or advise you on the status of any Transaction; and

e) close your Open Positions on our own initiative, if this is prohibited by the Applicable Regulations or we will follow the provisions as set out in the Operative Agreements. We can, in our absolute discretion, close your Open Positions when a decision is made to stop offering a product related to your Open Positions.

2.7. We may enter into Transactions with you in Instruments specified on our Website. This is subject to you meeting your obligations under the Operative Agreements.

2.8. For specific categories of Instruments, you agree to any additional agreements as required posted on our Website or where relevant, Publishing Channels, or share any additional information with us that we may request from time to time. We may subsequently share this information with our authorised agents or third parties as needed from time to time.

2.9. You will not receive any form of investment, legal, regulatory, tax, or other advice from us. You should not expect us (or one of our employees or representatives) to provide personal recommendations or advice on the merits of any specific Transactions. When evaluating the merits of a Transaction, it is your responsibility to seek independent advice or rely on your own judgment, market knowledge, and experience.

2.10. Profit or loss in the currency denominated in the Trading Account is deposited in and/or withdrawn from the Trading Account once the Transaction is closed.

2.11. We may, from time to time and at our discretion, provide factual information about the market or about matters of process and risk related to Transactions or Instruments. We may post this Information on our Website, Publishing Channels or otherwise. Where we do so, the following applies:

a) The information is provided solely to enable you to make your own investment decisions and does not amount to investment advice or unsolicited financial promotions;

b) The information may contain a restriction on the person or category of persons for whom that document is intended or to whom it is distributed. You agree to not pass it on to any other person; and

c) We make no representation, warranty or guarantee as to the accuracy of completeness of such information or to the tax consequences of any Transaction.

2.12. We cannot guarantee that you will receive such information at the same time as other Clients. Any information that we provide from time to time on our Website or by other means set out under clause 12.1 including but not limited to push notifications, in-app messaging, on-platform messaging and social channels may appear in one or more screen information services (the "**Publishing Channels**").

2.13. The information provided by us on our Publishing Channels is subject to change and may be withdrawn by us at any time without notice.

2.14. The information does not necessarily take into consideration the relevant legislative or regulatory framework of the country where you are a resident. It is your responsibility to ensure compliance with all applicable laws.

2.15. We have the right to request information about your knowledge and experience in the investment sector so that we can assess whether the service or product envisaged is appropriate for you (if required). You are obliged to provide this information from time to time.

2.16. If you elect not to provide such information, or provide insufficient information to us, we may not be able to determine whether the Service or product envisaged is appropriate for you. We will assume that the information you provide to us about your knowledge and experience is accurate. Therefore, we will have no responsibility to you if such information is incomplete, misleading, changes, or becomes inaccurate. This is the case unless you have informed us of any changes in the information you have previously provided to us.

2.17. We may suspend your Account at any time for any reason in our absolute discretion. We can do so with or without a Written Notice to you, until and if an alternative remedy is chosen.

These grounds may include but are not limited to the following:

a) Abnormal Market Conditions;

b) erroneous Orders;

c) Stop Loss;

d) Take Profit;

e) Instructions made in absence of sufficient Balance; and

f) any actions that create a negative trading experience for our other clients.

2.18. All trade Requests are subject to size considerations. If the requested trade size is larger than we are able to fill at any particular moment due to prevailing market conditions, then either:

a) the Order may be executed partially; or

b) the entire trade or Order may be rejected at our sole discretion.

2.19. We reserve the right to suspend, close, or unwind any Transaction where either of the following occurs:

a) The Transaction has resulted from any misconfiguration, human error or technical error on our or your part; and

b) We suspect any fraud, manipulation, arbitrage, or other forms of deceitful or fraudulent activity on your account or multiple accounts you hold with us or otherwise related or connected to any and/or all Transactions.

2.20. Under such circumstances mentioned above, we will be entitled to withdraw any profits and charge any costs which we deem, in our sole discretion, to have been inappropriately gained by you. We will not be liable for:

a) the cancelation of any Transaction or profits; or

b) in the event of any damages or losses which may result from the suspension, closure or unwinding.

2.21. You agree to transfer your personal data to us. We are registered as a data controller by law. This data is used for identification, administrative, and business purposes so we can meet our legal and contractual duties under this and other agreements between the parties. We can also transfer this data to auditors, lawyers, financial consultants, and other service providers and partners we work with.

2.22. We may offer you the option to open and trade on a demo account. Execution in a demo account environment might lead to a different outcome than in a live one. We are not liable for any loss or other damage that you may incur because of these differences in execution.

3. YOUR TRADING HISTORY RECORDS

3.1. You understand, confirm, and accept that we may at any time and in our sole discretion archive any and/or all of your trading history in MetaTrader 4 and/or MetaTrader 5 Trading Platforms or such other successor or replacement Trading Platform that we may introduce from time to time. This can be done without prior written consent and/or Written Notice to you. The trading history may be summarised into a single line in the respective MetaTrader 4 and/or MetaTrader 5 trading account (and where relevant such other replacement or successor Trading Platform that we may in our absolute discretion introduce from time to time), where such trading history records exceed a timeframe of one (1) month.

3.2. You further understand, confirm, and accept that such archived trading and non-trading history will be accessible and/or downloadable at any time. This can be done from and/or within the Client Dashboard.

3.3. We confirm that your archived original trading history records from MetaTrader 4 and MetaTrader 5 Trading Platforms (and where relevant such other replacement or successor Trading Platform that we may in our absolute discretion introduce from time to time) within the Client Dashboard will be accessible and/or downloadable by you at any time. This can be done from and/or within the Client Dashboard.

3.4. We confirm that all Client records and/or trading and non-trading activity, current and/or past and/or archived will be maintained for the relevant retention period pursuant to the Applicable Regulations.

4. TAX FILINGS AND LEVIES

4.1. You are solely responsible for all tax filings, returns and reports on any Transactions under applicable law and Applicable Regulations. You are solely responsible for payment of all taxes (including any transfer or value added taxes) arising in connection with any Transaction.

5. CORPORATE ACTIONS

5.1. When you trade stocks, stock CFDs, and indices, we may notify you of the corporate actions that apply to these Instruments. However, we are not obliged to do so. These corporate actions may include but are not limited to:

a) stock splits;

b) reverse splits;

c) spin-offs;

d) dividends;

e) entitlement issues;

f) mergers & acquisitions;

g) reorganisations;

h) takeover offers; and

i) name and symbol changes.

5.2. It is your responsibility to keep track of the upcoming corporate events that may affect your Instruments and any open Positions you have.

5.3. You may be eligible to partake in a pending or active class action or group class action. We will not notify you about any pending or active class actions or group actions in which you are eligible to partake.

5.4. We will apply corporate actions to your Instruments on the basis of good faith and market practice.

5.5. We will also consider how these corporate actions impact our dealings with liquidity providers and other intermediaries that we use. We may pass on the outcome to you. Please note that this may incur additional costs for you and we are not required to provide additional warning.

5.6. Where a corporate event affects some, but not all, Instruments held in a pooled account, we will allocate the affected Instruments to any eligible clients. We will do so in a fair and equitable manner.

5.7. We will reflect a corporate action on your Trading Account only after receiving confirmation from the relevant counterparties and intermediaries that the corporate actions have been completed.

5.8. We may close out any of your Open Positions at the market price following a corporate event to make any required adjustment due to the corporate actions.

5.9. You should have sufficient Balance to buy any additional stocks available to you as a result of a corporate action. If funds or stocks are due to you without any additional payment, they will be deposited to your Trading Account. This will be subject to any applicable fees and taxes.

5.10. If you are entitled to a fraction of a stock, we may aggregate those fractional entitlements and sell the aggregate. We may then deposit the proceeds to your Trading Account subject to any applicable fees.

5.11. In the case of a spin-off, it may be applied to the primary symbol and will not be transferred to the new spin-off. We will add the spin-off symbol to market watch as soon as practicable, but we cannot guarantee that this will take place before market opening.

5.12. We may inform and assist you in exercising your voting rights attached to the ownership of your stocks at an annual general meeting of shareholders of the stock issuer or otherwise. We are not obliged to do this. If we do this, you must return any valid election correspondence by the deadline we specify. Your elections are deemed to be irrevocable and final from the moment we receive them.

5.13. If you do not meet the election correspondence deadline, we may opt to vote on your behalf on the default terms.

5.14. You may be responsible for claiming and receiving dividends, interest payments, and other income payments accruing to your Instruments. We may claim or reclaim tax credits on dividends or other income on eligible stocks.

6. CONFLICTS OF INTEREST

6.1. When we deal with you or on your behalf, we (or one of our employees, officers, or an associate affiliated with us) may have a material interest in the outcome of your transaction. This interest may conflict with your interest.

6.2. If there is a potential conflict of interest involving you or any of our clients, we will manage the conflict in accordance with our Conflicts Policy which can be found on our Website or is available on request.

6.3. A potential conflict of interest exists in the following circumstances:

a) We are on the other side of your Transaction as a principal trading on our own account;

b) We are on the other side of your Transaction as a matched principal and cannot trade on our own account;

c) We may match your Transaction with that of another client by acting on their behalf as well as on yours;

d) We may deal in an Instrument which we may have covered when providing factual information about the market to a client on our Website or our Publishing Channels;

e) We may provide Services to other clients concerning Transactions in a market that might be against your interests;

f) If you were introduced to us by our associate, we may pay a fee to this associate. This fee may depend on the volume of your Transactions, or under a different fee arrangement; and

g) We may receive inducements (including non-monetary) from persons other than our clients if permissible under the Applicable Regulations. This is if the inducements are designed to enhance the quality of our Services and do not impair our ability to act in the best interests of our clients.

6.4. You hereby acknowledge that you are aware of the possibility that certain circumstances may result in a conflict of interest. You authorise us to proceed with the Transaction in question notwithstanding such conflict.

7. COMMISSIONS, CHARGES AND OTHER COSTS

7.1. You will be obliged to pay us the commissions, charges and other costs (including Spreads) as set out on our Website or as notified to you from time to time under the Operative Agreements and Publishing Channels.

7.2. We may vary commissions, charges and other costs from time to time without prior Written Notice to you. All changes in commissions, charges and other costs are displayed on the Website and posting on the Website and if relevant Publishing Channels will apply immediately after they are published.

7.3. It is your responsibility to stay informed about the latest commissions, charges, and additional costs that will be applied to you as a result of the Transaction.

7.4. We may, from time to time, where not prohibited by Applicable Regulations, deal on your behalf with persons with whom we have a soft commission arrangement with. This soft commission arrangement permits us (or

another member of our group) to receive goods or services in return for transacting investment business with such persons.

7.5. It is our policy in relation to these agreements to ensure that such arrangements operate in your best interest. For example, because the arrangements allow access to information or other benefits which would not otherwise be available.

7.6. You undertake to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the Transactions.

7.7. We may also charge you for the provision of other Trading Account features and settlement services (as applicable). Additional charges may be disclosed in the Operative Agreements.

7.8. Your funds are held in our accounts, including segregated accounts opened in our name on your behalf for holding your funds. This is separate from our own funds.

7.9. Unless you are notified in advance, you acknowledge and agree that we will not pay interest to you on funds that are located in your accounts.

7.10. We will be entitled, at our sole discretion, to refuse to provide the subscription for a particular Trading Account or all of your Trading Accounts. We can also cancel a previously provided subscription without giving prior notice or explanation of reasons.

7.11. We will, under no circumstances, be held liable for not canceling the subscription due to your inability to access the Trading Account.

8. PAYMENT, CURRENCY CONVERSION AND SET-OFF

8.1. The amounts payable to you under the Operative Agreements are automatically converted by us into the currency you chose when opening the Trading Account. For these conversions, we use the relevant exchange rate for spot dealings in the foreign exchange market.

8.2. We are entitled, without prior notice to you, to make any currency conversions which we consider necessary or desirable for the purposes of complying with our obligations or exercising our rights under the Operative Agreements or any Transaction. Any such conversion will be effected by us in a manner and at rates we may, in our discretion, determine, having regard to the prevailing rates for freely convertible currencies.

8.3. You will bear all foreign currency exchange risk arising from:

a) any transaction; or

b) our compliance with obligations; or

c) the exercise of our rights under the Operative Agreement.

8.4. You may deposit funds to your Trading Account at any time.

8.5. Fund deposits and withdrawals to or from the Trading Account for non-trading operations will be governed by the Applicable Regulations.

8.6. If you have an obligation to pay any amount to us which exceeds the Balance on your Trading Account, you will pay the amount representing the excess within two (2) Business Days of the obligation arising other than where negative balance protection exists under Applicable Regulation.

8.7. You acknowledge and agree that we have the right to close out your Open Positions and exercise other default remedies against you. This is without prejudice to any of our other rights under the Agreement.

8.8. When a sum is due and payable to us in accordance with the Agreement, and sufficient cleared funds have not yet been credited to your Trading Account, we will be entitled to treat you as having failed to make a payment to us. We can then exercise our rights under the Agreement.

8.9. We will regularly update the available payment system on the deposit & withdrawal section. The availability of each payment system may differ depending on your country of residence. The available payment systems will be located in the Client Dashboard.

8.10. Any sum payable by you to us under the Operative Agreements may be worth the following:

a) Equal to the aggregate amount payable by us to you. In this case, where there are any mutual obligations in respect of payments owed to us by you or payments owed to you by us, these can be matched and discharged; and/or

b) An excess of the aggregate amount payable by us to you. In this case, we may set-off any mutual obligations in respect of payments owed to us by you or payments owed to you by us and claim the difference owed to us by you.

8.11. In the event you have multiple Trading Accounts with us, we may discharge any amounts due to it under one Trading Account. We can do so by transferring funds from the Balance of any other trading Account you hold with us.

8.12. As a result of this transfer, you may suffer losses due to margin calls, triggered Stop Outs, and the Trading Account may go into a negative Balance. If this occurs, we will not be liable other than where a negative balance protection exists under Applicable Regulation.

9. PROVIDING QUOTES

9.1. The rules for providing Quotes for your Transactions can be found in the relevant Terms of Business as provided to you from time to time.

10. OUR LIABILITY TO YOU

10.1. Nothing in the Operative Agreements will exclude or restrict any duty or liability we owe you under the Applicable Regulations, including liability for your personal injury or death.

10.2. You acknowledge that we will not be liable for any direct, consequential, special, or indirect losses, costs, expenses, or damages suffered by you. This:

a) is in the absence of our fraudulence, willful default, or gross negligence;

b) includes any inaccuracy or mistake in any information given to you; and

c) includes, without limitation, information relating to any Transactions.

10.3. Subject to our right to void or close any Transaction in the specific circumstances set out the Operative Agreements, any Transaction following such inaccuracy or mistake will nonetheless remain valid and binding in all respects on both us and you.

10.4. We will not, in the absence of fraud, wilful default or gross negligence on our side, be liable for any of your:

a) losses, costs, expenses or damages;

b) consequential special or indirect losses;

c) loss of profits;

d) loss of opportunity (including in relation to subsequent market movements as a result of prevailing market conditions);

e) failure to avoid a loss;

f) loss or corruption of data; or

g) loss of goodwill or reputation.

This includes losses arising directly or indirectly from:

a) any error or failure in the operation of the Trading Platform or any delay caused by the Client Dashboard;

b) any Transactions made via the Client Dashboard;

c) any failure by us to perform any of our obligations under the Operative Agreements as a result of causes beyond our control, including Force Majeure Events;

d) any inaccuracy or mistake in any information we make available to you in relation to your Transactions or otherwise;

e) any acts, omissions or negligence of any third party; including an unauthorised third person's access to your personal data or Access Data;

f) any Order placed by you on the Trading Platform and the delay in the Order's execution;

g) any inability to execute an Instruction or Order;

h) any inability to modify and cancel your Order;

i) any currency risk;

j) any slippage and gapping;

k) any risks applicable to trading Instruments;

l) any changes in the rates of taxes applicable to you or other adverse tax implications of the Transactions;

m) your reliance on Stop Losses;

n) your reliance on information about normal trading hours for a particular Instrument;

o) the effect of a corporate event or a corporate action;

p) the effect of your failure to comply with the Operative Agreements;

q) the effect of your Trading Account being disabled due to inactivity or Clearly Erroneous Order(s);

r) any failure of the whole or any part of our software or any systems or network links or any other means of communication; and

s) any computer viruses, worms, software bombs or similar items being introduced into your computer or mobile hardware/software while using your Trading Platform.

10.5. We will not be liable for the solvency, acts, or omissions of any third party referred to in the Operative Agreements. This includes a custodian, sub-custodian, credit, or financial institution. This applies in circumstances where we have taken reasonable care in selecting and appointing this third party in accordance with the Applicable Regulations.

10.6. Any of your liability to us under the Operative Agreements may in whole or in part be released, compounded, compromised or postponed by us in our absolute discretion. Doing so will not affect any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed.

10.7. We may, at our sole discretion, indemnify you by:

a) crediting your Trading Account (with explanation);

b) reopening erroneously Closed Positions; or

c) deleting erroneously Opened Positions or placed Orders.

10.8. You will indemnify us and keep us indemnified on demand. This applies to:

a) all liabilities, costs (including any legal costs, penalties, and any interest), claims, demands, losses, and expenses of any nature whatsoever;

b) those incurred by us as a direct or indirect result of any failure by you to perform any of your obligations under the Operative Agreements; and

c) any liabilities, costs, claims, demands, losses, and expenses that may arise in relation to the execution or as a result of the execution of any of your Transactions.

10.9. A waiver by us of a breach of any of the terms of the Operative Agreements does not constitute a waiver of any other breach of those terms. Such waiver will not prevent us from subsequently requiring compliance with the waived obligation.

10.10. The rights and remedies provided to us under the Operative Agreements are cumulative and are not exclusive of any rights or remedies provided by law or Applicable Regulations thereof.

11. COMMUNICATIONS

11.1. The rules of communication between us and you are set out in the Terms of Business. You will give Instructions and Requests via the Client Dashboard, in accordance with the Terms of Business.

12. WRITTEN NOTICE

12.1. Any Written Notice given under this Agreement may be made as follows:

a) Trading Platform via internal mail;

b) email;

c) post;

d) information published in the Company news section on the Website; or

e) Any other means of communication accepted by you as a valid method, including push notifications, and in-app and in-browser messages you receive from us.

12.2. All contact details you provide (e.g., address or email address as last notified) will be used as applicable. You agree to accept any notices or messages from us at any time and through any communication method we notify you of in advance where you have either (a) accepted this method explicitly; or (b) you have responded to such communication (which shall be deemed to be acceptance of that communication means).

12.3. Any such Written Notice will be deemed to have been served:

a) if sent by email, within one (1) hour after emailing it;

b) if sent by Trading Platform internal mail, immediately after sending it;

c) if sent by post, one (1) Business Day after posting it; or

d) if posted on the Company news section on the Website and where relevant Publishing Channels, within one (1) hour after it has been posted.

13. AMENDMENT AND TERMINATION

13.1. We may amend the terms of the Operative Agreements at any time by Written Notice to you. The amendments take effect immediately after the Written Notice is deemed served to and received by you under Clause 12.

13.2. Either party may terminate the Operative Agreements by giving Written Notice to the other party.

13.3. Terminating the Operative Agreements will not change any responsibilities we or you already have for any Open Position.

13.4. Terminating the Operative Agreements will not affect any ongoing legal rights or duties that are in effect under the Operative Agreements.

13.5. Upon termination of the Operative Agreements, we may, without prior Written Notice to you:

a) discontinue your access to the Trading Platform;

b) close your Trading Account(s);

c) perform any currency conversion to enable the termination of the Operative Agreements;

d) suspend, freeze or close any Open Positions;

e) reject new Orders; and / or

f) take any other necessary actions we deem appropriate to give effect to the termination of the Operative Agreements with you.

13.6. Upon termination of the Operative Agreements, all amounts payable by you to us will become immediately due, including:

a) all outstanding commissions, charges and costs;

b) any charges and additional expenses incurred or to be incurred by us as a result of the termination of the Operative Agreements;

c) any charges incurred for transferring your funds or Instruments elsewhere under your instructions;

d) any losses and expenses from closing out any Open Positions or settling any outstanding obligations incurred by us on your behalf and for your benefit; and

e) any damages that arose during the arrangement or settlement of any pending obligations.

13.7. Upon termination of the Operative Agreements, we reserve the right to consolidate the Balances of your Trading Accounts and keep your funds. We will keep the funds as long as necessary to close your Open Positions and cover any expenses we incur as listed in Clause 13.6.

13.8. We will close your Trading Account(s) after we have settled all amounts due to us by you under the Operative Agreements.

13.9. If there is a Balance in your favour upon termination, then we will pay out the Balance as soon as practicable, subject to any deductions we might make under Clause 13.6. We will provide you with a statement showing how that Balance was arrived at and, where appropriate, instruct any third-party custodian or other intermediary to also pay out any applicable amounts that are due to you. When making this pay out, we will follow the rules set out in the Operative Agreements and pursuant to your instructions where this is feasible.

13.10. We reserve the right, at our absolute discretion, to disable your account without prior Written Notice. This can happen if you place an abnormal number of erroneous requests which create an extra-load to our servers and can cause a negative trading experience for our other clients of the respective servers.

13.11. Erroneous requests may include, but are not limited to:

a) invalid stops or modifications;

b) wrong Trading Platform or server log;

c) over limit volume or number of orders;

d) requests with not enough account funds.

14. PERSONAL DATA

14.1. We may use, store or otherwise process personal information you provide to us in connection with the provision of the Services.

14.2. If you are an individual, we are obliged to supply to you, on request, a copy of the personal data which we hold about you (if any), provided that you pay us the necessary costs for doing so, where such requests are excessive (in our sole discretion).

14.3. By entering into this Agreement, you expressly consent to us transmitting your Information to any third parties. These third parties may require such information in order to effectively implement the Services or execute any operational function performed by us to you (e.g., refunding you your money held by us).

14.4. Communications between you and us may be recorded. Any recordings will be and remain our sole property. You will accept them as conclusive evidence of the Instructions/Requests or conversations so recorded. You agree that we may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

14.5. Our Privacy Policy sets out how it collects and process personal data.

15. CONSENT TO DIRECT CONTACT

15.1. You accept that we, for the purpose of marketing financial services and products, and unless otherwise informed by you in writing of the contrary, may, from time to time, make direct contact with you by telephone or otherwise (acting at all times in accordance with Applicable Regulation).

16. MARKET ABUSE

16.1. You will not arrange or execute or place an Open Position, or Order that contravenes any applicable laws or Applicable Regulations in relation to Market Abuse. More rules about how we will proceed if we suspect a case of Market Abuse can be found in the relevant Terms of Business.

16.2. If we have grounds to suspect that you have engaged in Market Abuse, we may without any form of warning or reasoning, close any Open Positions or Orders on your Trading Account. We may also take any other steps we deem necessary to remedy the consequence of your suspected violation. You will be informed of the forced closures after they take place.

17. DEFAULT

17.1. Each of the following constitutes a "Default" under this Agreement:

a) your failure to provide any Initial Margin and/or Hedged Margin, or other amount due under the Operative Agreements;

b) your failure to perform any obligation due to us;

c) any breach of this Agreement and/or the relevant Operative Agreements;

d) the initiation by a third party of proceedings for:

i. your bankruptcy (if you are an individual); or

ii. for your winding-up; or

iii. for the appointment of an administrator or receiver for any of your assets (if you are a company); or

iv. if you make an arrangement or compromise with your creditors; or

v. any procedure which is similar or analogous to any of the above is commenced in your respect.

e) where any representation or warranty made by you in Clause 18 herein is or becomes untrue;

f) where you are unable to pay your debts when they fall due;

g) where you (if you are an individual) die or become of unsound mind; or

h) where you attempt and/or perform any of the actions which we determine (in our sole discretion) as:

i. fraud;

ii. manipulation;

iii. swap-arbitrage; or

iv. other forms of deceitful or fraudulent activity suspected in your Trading Account or other accounts with us (as relevant).

i) where there is a material violation by you of any requirements established under applicable laws and Applicable Regulations, where we determine such materiality in good faith;

j) you are added to any sanctions list by a government, international organisation, or regulatory authority;

k) where we suspect that you are engaged in money laundering activities or terrorist financing or other criminal activities;

l) where there are any other circumstances where we reasonably believe that it is necessary or desirable to take any action set out in Clause 17.2 herein;

m) where you have carried out trading:

i. which can be characterised as excessive without a legitimate intent, to profit from market movements;

ii. while relying on price latency or arbitrage opportunities; or

iii. which can be considered as Market Abuse.

17.2. If a Default occurs, we may, at our absolute discretion, at any time and without prior Written Notice, take one or more of the following steps:

a) terminate the Operative Agreements without Written Notice;

b) close out all or any of your Open Positions at current Quotes;

c) debit your Trading Account(s) for the amounts which are due to us;

d) suspend or close any or all of your Trading Accounts held with us;

e) refuse to open new Trading Accounts for you;

f) adjust your Trading Account Balance to remove any Illicit profits; and/or

g) convert any currency if necessary to deal with the consequence of the Default.

17.3. In case of a Default described in Clause 17.1(g), the remaining Balance will be sent to your next of kin or other qualifying person pursuant to applicable law. This will occur once we receive the necessary evidence showcasing the right to claim the Balance.

18. YOUR REPRESENTATIONS AND WARRANTIES

18.1. You represent and warrant to us the following set out in this clause. You also agree that each such representation and warranty is deemed repeated each time you give an Instruction or Request by reference to the circumstances prevailing at such time:

a) the information provided by you to us in the Client Registration Form and the Operative Agreements and at any time thereafter is true, accurate and complete in all material respects;

b) You have read and fully understood the terms of the Operative Agreements, including the Risk Acknowledgement and Disclosure provided to you from time to time;

c) You are duly authorised to enter into the Operative Agreements, to give Instructions and requests and to perform any obligations thereunder;

d) You act as principal;

e) All actions performed under the Operative Agreements will not violate:

   i. the Applicable Regulations or any law, ordinance, charter, by-law or rule applicable to you or to the jurisdiction in which you are a resident; or

   ii. any agreement by which you are bound or by which any of your assets are affected.

f) You consent to the provision of the information of the Operative Agreements by means of our Website and/or any other means which we choose at our sole discretion including the Publishing Channels.

g) You confirm that you have regular access to the internet and consent to us providing you with information (which may include posting such information on our Website and where relevant Publishing Channels). This information includes, without limitation, information about:

   i. amendments to the terms and conditions;

   ii. costs;

   iii. fees;

   iv. the Operative Agreements;

   v. policies; and

   vi. the nature and risks of your investments.

h) Your transaction with us may be one or more of the following:

   i. speculative;

   ii. hedging;

   iii. investments;

   iv. intraday trading; or

   v. managing risk.

   In the event where the purpose of your Transaction is other than the above, you undertake to notify us. If the purpose changes at any stage during the course of this Agreement, you must notify us.

i) You hereby additionally represent that:

   i. you are not a target of any relevant sanctions list;

   ii. you are not owned or controlled by any individuals or entities included in the applicable sanctions list;

   iii. funds used by you are not derived from, nor will they benefit, the governments of Russia or Belarus;

   iv. funds used by you are not derived from, nor will they benefit, any individuals or entities subject to an applicable sanctions list;

   v. you will not use any funds to support or facilitate activities, businesses, or transactions with any sanctioned parties or in violation of any applicable sanctions;

   vi. transactions may be delayed for additional due diligence to ensure compliance with applicable sanctions laws and policies;

vii. transactions violating applicable sanctions laws or policies will be blocked, frozen, or rejected as required, or returned if they do not align with our risk appetite; and

viii. you will report any applicable sanctions violations to the appropriate regulatory authority, including attempts to evade or circumvent applicable sanctions laws and regulations.

18.2. We have the right to render any Position voidable or to close out any or all Positions at the current Quotes at any time, at its absolute discretion, if you breach this clause 18. This is in addition to all other rights and remedies available to us from time to time.

19. SECURITY INTEREST

19.1. You grant us:

a) a first fixed charge on;

b) a general lien over; and

c) a right of set-off,

in respect of all stocks held on or due to be delivered to your Trading Account by us on your behalf and for your benefit ("**Security**"). This is in order to ensure your compliance with the Operative Agreements. You appoint us as your agent to take any actions necessary to perfect this Security.

19.2. If you fail to comply with any provisions of the Operative Agreements, the Security will be enforceable against you by us. We, while acting in good faith and without any notice to you, may:

a) cancel, close out, or reverse any stock Transaction we have entered into for your benefit and on your behalf; and

b) sell or otherwise dispose of any stocks subject to the relevant Security at any available price.

20. FORCE MAJEURE

20.1. We may, in our reasonable opinion, determine that a Force Majeure Event exists. If so, we will take reasonable steps to inform you about this.

20.2. A Force Majeure Event is:

a) any act, event or occurrence, including:

i. any national emergency;

ii. strike, riot or civil commotion;

iii. government actions;

iv. acts of terrorism;

v. outbreak or threat of war or hostilities;

vi. act of God;

vii. earthquake;

viii. epidemic;

ix. accident;

x. fire;

xi. flood;

xii. storm;

xiii. breakdown;

xiv. interruption or malfunction of power supply;

xv. electronic, communication equipment or supplier failure;

xvi. civil unrest, statutory provisions, lock-outs, or any other international calamity;

xvii. economic or political crisis; or

xviii. natural disaster,

which, in our reasonable opinion, prevents us from complying with its obligations under the Operative Agreements;

b) the suspension, liquidation or closure of any market or the abandonment or failure of any event to which we relate our Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;

c) Abnormal Market Conditions; or

d) any event, act or circumstances not reasonably within our control and the effect of that event(s) is such that we are not in a position to take any reasonable action to cure the default.

20.3. If we determine that a Force Majeure Event exists (without prejudice to any other rights under the Operative Agreements), then we may, without prior Written Notice and at any time, take any of the following steps:

a) increase margin requirements;

b) close out any Open Positions at such prices as we consider in good faith to be appropriate;

c) suspend or modify the application of any terms of the Operative Agreements to the extent that the Force Majeure Event makes it impossible or impractical for us to comply with them;

d) take or omit to take all such other actions as we deem to be reasonably appropriate in the circumstances with regard to us and our clients;

e) increase Spreads; or

f) decrease Leverage.

21. INACTIVE ACCOUNTS

21.1. We may close your Trading Account(s), wallets, and/ or disable your profile where:

a) there are no funds (your Balance is zero (0)); and

b) there has been no trading activity on the Trading Account for a period of twelve (12) months.

21.2. If you have not transacted with us through the depositing of funds and by trading on the relevant Trading Account for twelve (12) consecutive months, we may:

a) close your Trading Account(s), wallets and disable your profile if your balance is zero (0), and terminate this Agreement without prior Written Notice to you; or

b) charge an annual Inactive Account Fee if you have a positive Balance. Once your Balance subsequently reduces to zero (0) by operation of this clause 21.2 (b), the provisions of Clause 21.2 (a) above will automatically apply.

21.3. We may, in our absolute discretion, waive any Inactive Account Fees which are charged on your Trading Account(s).

21.4. You agree that if your remaining Trading Account Balance is less than 10 EUR/USD or the equivalent thereto in any other relevant currency, and if your Trading Account is inactive for more than thirty (30) calendar days, then we will have the right to deduct the remaining Trading Account Balance and apply it for charity purposes in our absolute discretion. We will then close your Trading Account(s).

22. ACCESS DATA

22.1. You agree to keep your Access Data secret and not to disclose it to any person.

22.2. You will notify us immediately if you know or suspect that your Access Data has or may have been disclosed to any third person.

22.3. In case we suspect unauthorised access to (due to your actions or not) or Access Data for your Trading Platform, we will terminate access to your Trading Account to investigate.

22.4. You agree to co-operate with any investigation we may conduct into any misuse of your Access Data.

22.5. You will be liable for all Orders given through and under your Access Data. Any such Orders received by us will be considered as given by you, unless establish that the Orders in question were a result of unauthorised access at no fault on your side.

22.6. You are solely responsible for providing and maintaining the compatible equipment necessary to access and use of the Trading Platform.

22.7. You acknowledge that we bear no responsibility if unauthorised third persons have access to information. This includes electronic addresses, electronic communication and personal data. This applies when the above are transmitted using:

a) the internet or other network communication facilities;

b) telephone;

c) post; or

d) any other electronic means.

23. USE OF THE TRADING PLATFORM AND SAFETY

23.1. You will not proceed in any action that could probably allow the irregular or unauthorised access or use of the Trading Platform. You accept and understand that we reserve the right, at our discretion, to terminate or limit your access to the Trading Platform if we suspect that you allowed such use.

23.2. When using the Trading Platform, you will not, whether by act or omission, do anything that will or may violate the integrity of the Platform or cause it to malfunction.

23.3. You are permitted to:

a) store;

b) display;

c) analyse;

d) modify;

e) reformat; and

f) print,

the information made available through the Trading Platform.

23.4. You are not permitted to:

a) publish;

b) transmit; or

c) otherwise reproduce,

that information, in whole or in part, in any format to any third party without our consent.

23.5. You are also not permitted to:

a) alter;

b) obscure; or

c) remove,

any copyright, trademark or any other notices that are provided on the Trading Platform.

23.6. In the event where we suspect any fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in your account or accounts with us or otherwise related or connected to the any and/or all Transactions, then we reserve the right to decide, at our sole discretion, to close all open Positions in your Trading Account.

23.7. We also reserve the right to deduct or add a penalty (equivalent to the swap and/or any profit amount) for all transactions currently and/or previously made in the account and/or annul all profits made as a result.

23.8. We may further decline to accept any additional requests from you to be exempted from any swaps and/or terminate all agreements with you.

24. RISK DISCLOSURES

24.1. We disclose and you acknowledge that you run a great risk of incurring losses and damages as a result of the purchase or sale of any Instrument, and that you are willing to undertake this risk. Risks are fully disclosed in the Risk Acknowledgement and Disclosure provided to you separately from time to time.

25. ASSIGNMENT AND TRANFER

25.1. We may assign the benefit and burden of the Operative Agreements to a third party in whole or in part, provided that such assignee agrees to abide by the terms of the Operative Agreements. Such assignment will come into effect ten (10) Business Days following the day you are deemed to have received notice of the assignment in accordance with the Terms of Business.

25.2. You may not:

a) assign, charge or otherwise transfer; or

b) purport to assign, charge, or otherwise transfer,

your rights or obligations under the Operative Agreements without our prior written consent. Any purported assignment, charge, or transfer in violation of this term will be void.

26. ENTIRE AGREEMENT

26.1. This Agreement, including the Schedule attached hereto, and the Operative Agreements, constitute the entire agreement between the Parties with respect to the subject matter hereof. They supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.

26.2. If any term of the Operative Agreements (or any part of any term) will be held by a court of competent jurisdiction to be unenforceable for any reason, then such term will, to that extent, be deemed severable and not form part of this Agreement or the Terms of Business. However, the enforceability of the remainder of Operative Agreements will not be affected.

27. WAIVER

27.1. No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by us will constitute a waiver by us. Nor will it impair or preclude any exercise or further exercise of, that or any other right, power, or remedy arising under the Operative Agreements or at law.

27.2. A waiver by us of a breach of any of the terms of the Operative Agreements or of a default under these terms does not constitute a waiver of any other breach or default and will not affect the other terms.

27.3. A waiver by us of a breach of any of the terms of the Operative Agreements or a default under these terms will not prevent us from subsequently requiring compliance with the waived obligation.

27.4. Any liability you have to us under the Operative Agreements may in whole or in part be released, compounded, compromised, or postponed by us in our absolute discretion. Doing so will not affect any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed.

28. SWAP FREE ACCOUNTS

28.1. In the case where you open a Swap Free Trading Account or Accounts, you acknowledge and agree to the following:

a) If we suspect any:

i. fraud;

ii. manipulation;

iii. swap-arbitrage; or

iv. other forms of deceitful or fraudulent activity,

in your account(s) or otherwise related or connected to any and/or all Transactions, then we reserve the right, at our sole discretion, to:

i. close all open Positions in your Trading Account; and

ii. deduct or add a penalty (equivalent to the swap and/or any profit amount) for all Transactions made in the account; and

iii. decline from accepting any further requests from you to be exempted from any swaps.

b) You acknowledge and agree to:

i. trade only with the instruments shown on the Website; and

ii. the Swap Free charge for all Positions open as these may be defined and/or issued by us from time to time (inclusive of the day of the Position is opened and/or closed) and as such charges and duration is on request;

c) You acknowledge and accept herein that we reserve the right upon our sole discretion, from time to time, and/or at any time to:

i. amend the Swap Free charge; and/or

ii. amend the list of provided Instruments; and/or

iii. discontinue the Swap Free Trading Account without issuing further warning to you; and/or

iv. request any additional documents from you that we deem necessary for the Swap Free accounts provision.

d) In the event that we determine that an Order submitted by us is a Clearly Erroneous Order, we reserve the right to disable the relevant Trading Account to close only mode.

e) We will give you a Written Notice of our intention to disable the account to close only mode. You will have three (3) Business Days from the date of the Written Notice to resolve all Clearly Erroneous Orders.

f) If your Trading Account is in close only mode, you will not be permitted to open any new Positions or increase exposure under the existing ones. You will be permitted to close, part close, or reduce your exposure.

29. INTELLECTUAL PROPERTY

29.1. In the case where you open any Account with us, you acknowledge and agree to the following:

29.2. You acknowledge that our intellectual property ("**Company's IP**") is confidential and has been developed by means of substantial investments of skill, time, effort, and money. You have no right or interest in our intellectual property ("**Company's IP**"), which includes all:

a) copyrights;

b) trademarks;

c) trade secrets; and

d) other intellectual property rights and proprietary rights to the Website and if relevant, Publishing Channels in its totality, as well as its contents and any related materials.

These will remain, at all times, our sole and exclusive property.

29.3. You will protect the confidentiality of the Company's IP and not allow website access to any third party.

You will not:

a) publish, distribute, or otherwise make us liable to third parties, for any information derived from or relating to the Company's IP; or

b) copy, modify, decompile, reverse engineer, or make derivative works of the Company's IP.

30. MISCELLANEOUS

30.1. In the event that a situation arises that is not covered under the Operative Agreements, we will resolve the matter on the basis of good faith. Where appropriate, we will resolve the matter by taking such action as is consistent with prevailing market practice.

30.2. The rights and remedies provided to us under the Operative Agreements are cumulative and are not exclusive of any rights or remedies provided by law.

30.3. All actions related to the fulfillment of the Regulations and/or the usage of logins and passwords are considered executed by you. We do not bear responsibility for the unauthorised use of registration data by third parties.

30.4. You accept and understand that our official language is the English language, and you should always read and refer to our Website for all information and disclosures about us and our activities.

30.5. Translation or information provided in languages other than English in our local websites and where relevant Publishing Channels is for informational purposes only, and do not bind us or have any legal effect whatsoever. We have no responsibility or liability regarding the correctness of the information therein.

30.6. You will hold full responsibility for the accuracy of payments executed. If our bank details change, you will bear full responsibility for any payments carried out to the outdated bank details from the moment the new details are published in the Client Dashboard.

31. APPLICABLE LAW AND JURISDICTION

31.1. This Schedule and the Operative Agreements will be governed by and construed in accordance with the jurisdiction stipulated in Schedule 1 of this Agreement.

31.2. The rights and remedies provided to us under the Operative Agreements are cumulative and are not exclusive of any rights or remedies provided by law.

32. DEFINITIONS AND INTERPRETATION

32.1. Definitions provided in Schedule 1 of this Agreement will supersede any definitions provided in this Agreement where there is a discrepancy between the two.

32.2. In this Agreement, the words will have the following meaning:

"Abnormal Market Conditions" means:

a) low liquidity in the market;

b) rapid price movements in the market;

c) considerable breaks in the Quotes Flow in the Client Dashboard;

d) fast price movements; and/ or

e) large Price Gaps.

"**Access Data**" means your access codes, any login code, password(s), his/her Trading Account number and any information required to make Orders with us;

"**Applicable Regulations**" will have the same meaning as ascribed to it in Schedule 1 of this Agreement;

"**Ask**" means the higher price in the Quote being the price at which you may buy;

"Balance" means the total amount of money in an account or wallet excluding negative balances and bad debt adjustments;

"**Bid**" means the lower price in the Quote being the price at which you may sell;

"**Business Day**" means any day between Monday and Friday, inclusive. It excludes the 25th of December, or the 1st of January, or any other holiday we announce on our Website;

"**Business Hours**" means the local time pursuant to the relevant jurisdiction on which banks are open in such jurisdiction on a Business Day;

"**Clearly Erroneous Order**" means an order at a price substantially different from the prevailing market for any given Instrument on a trading day, or an order outside the traded range for any given tradeable Instrument for a particular moment in time that may be in question;

"**Client's Dashboard**" means the app of browser platform providing your official private access point to all services or any similar platform that substitutes such app or browser from time to time. These platforms serve as your official, private access point and comprehensive gateway to all Services, encompassing both trading and non-trading activities;

"**Client**" means any individual or legal entity who has submitted the Client Registration Form pursuant to this Agreement. It excludes:

a) stateless persons;

b) individuals under 18 years old; and

c) citizens or legal entities of the countries where our Services are not offered.

"**Client Registration Form**" means the document we use to gather essential information from you at the beginning of our professional relationship;

"**Company**" will have the same meaning as ascribed to it in Schedule 1 of this Agreement;

"**Contract Specifications**" means principal trading terms for each Instrument, displayed on FXTM's Website under the section with the same name;

"Equity" means: Balance + Floating Profit - Floating Loss;

"Floating Profit/Loss" means current profit/loss on Open Positions calculated at the current Quotes;

"**Force Majeure Event"** has the meaning ascribed to it in Clause 20 of this Agreement;

"Hedged Margin" means the margin required to open and maintain Matched Positions. The details for each Instrument are in the Contract Specifications;

"Inactive Account Fee" will mean a fee of USD $120 or equivalent per account per annum imposed by the Company, and/ or paid by the Client for his/her Inactive Account(s) held by the Company, as this may be amended from time to time;

"**Initial Margin"** means the margin required to start an Open Position;

"**Instruction**" means an instruction from you to us to open/close a Position or to place/modify/delete an Order;

"Instrument" means CFDs on various underlying assets and stocks. The full list of Instruments we currently offer can be found on the Website;

"Leverage" means a ratio (e.g., 1:20, 1:25, 1:40, 1:50, 1:100, 1:200, 1:500, 1:1000, 1:2000 and etc.) in respect of Transaction size and Initial Margin. 1:100 ratio means that in order to open a Position, the Initial Margin is one hundred times less than Transaction size;

"Long Position" means a buy Position that appreciates in value if market prices increase;

"Margin Level" means the correlation between Equity and the Necessary Margin shown as a percentage;

"**Market Abuse**" means any dishonest behaviour related to trading as described in the Applicable Regulations pursuant to applicable laws;

"**Matched Positions**" means Long and Short Positions of the same Transaction size opened on the Trading Account for the same Instrument;

"**Necessary Margin**" means the margin required by us to maintain Open Positions;

"Open Position" means a Long Position or a Short Position which is not a completed Transaction;

"**Operative Agreements**" means this Agreement and the agreements specifically listed in Schedule 1 of this Agreement. This encompasses all documents, policies, and terms that govern the relationship between the parties as detailed therein;

"Order" means an instruction from you to us to open or close a Position when the price reaches the amount indicated in the Order. It includes Market Order, Stop Loss and Take Profit orders;

"**Order Execution Policy**" means a document that describes the Company's order execution arrangements in place to ensure that, when executing order, we take all sufficient steps to obtain the best possible results for clients;

"Price Gap" means the following:

a) the current Quote Bid is higher than the Ask of the previous Quote; or

b) the current Quote Ask is lower than the Bid of the previous Quote.

"**Privacy Policy**" means the document detailing our data protection and privacy practices, which is provided to you from time to time and may be updated periodically on our Website;

"**Publishing Channels**" shall have the same meaning as defined under Clause 2.12 herein;

"**Position**" means expression of a market commitment, or exposure, held by a trader;

"Quote" means the information of the current price for a specific Instrument, in the form of the Bid and Ask prices;

"**Quotes Flow**" means the stream of Quotes in the Trading Platform for each Instrument;

"**Request**" means a request from you to us given to obtain a Quote. Such a Request will not constitute an obligation to make a Transaction;

"Services" will have the meaning as defined under Clause 2 herein;

"Short Position" means a sell Position that appreciates in value if market prices fall;

"Spread" means the revenue earned by a firm based on the difference between the bid/offer price and the midpoint price at the time the client trade is opened (Realized Spread+Unrealized Spread);

"**Stop Loss**" is an Order used to limit risk. It automatically closes your Open Position once it reaches a certain level of loss predefined by you;

"**Stop Out**" means an instruction to close your Open Position in a case of insufficient funds required for maintaining Open Positions. It does so without your consent or any prior notice. It is indicated by the Margin Level falling below the Stop Out Level. The Stop Out Level can be seen in the Trading Platform;

"Take Profit" means an Order to close an Open Position once it reaches a certain level of profit or better predefined by you;

"**Trading Account"** means the unique personified registration system of all completed Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Platform;

"**Trading Platform**" means all programs and technical facilities which provide:

a) real-time Quotes and allow Transactions to be made;

b) Orders to be placed/modified/deleted/executed; and

c) calculation of all mutual obligations between you and us.

The trading platform consists of the Server and the Client Dashboard including, but not limited to, MetaTrader 4 and MetaTrader 5 Platforms.

"**Transaction**" means any contract entered into or executed by you or on your behalf arising under the Operative Agreement;

"**Website"** will have the same meaning as ascribed to it in Schedule 1 of this Agreement;

"**Written Notice**" will have the meaning set out in Clause 12 herein.

32.3. All references to a statutory provision include references to:

a) any statutory modification, consolidation or reenactment of it, whether before or after the date of these Operative Agreements, for the time being in force;

b) all statutory instruments or orders made pursuant to it; and

c) any statutory provision of which that statutory provision is a re-enactment or modification.

32.4. Words denoting the singular include the plural and vice versa. Words denoting any gender include all genders.

32.5. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

32.6. Unless otherwise stated, a reference to a clause, party or a schedule is a reference to a clause in or a party or schedule to this Agreement respectively.

32.7. The clause headings are inserted for ease of reference only and do not affect the construction of the terms of this Agreement.

32.8. Any words whose meaning is not defined in this Client Agreement will have the meaning provided in the Terms of Business.

32.9. If a term is not defined in this Agreement but is defined in the relevant Schedule of this Agreement, the definition provided in the relevant schedule applies.

SCHEDULE 1: EXINITY UK LIMITED

1. CAPACITY

1.1. Your Trading Account will be activated after you:

a) have properly completed the Client Registration Form on our Website;

b) have taken all steps required to allow us to establish and verify your identity; and

c) have provided us with any necessary information that we require to allow us to assess your suitability for holding a Trading Account with us pursuant to Applicable Regulations. Before you can engage in trading activities with FXTM, you are required to complete an Appropriateness Test. This test is designed to assess whether the financial products and services we offer are appropriate for you, based on your knowledge, experience, and understanding of the risks involved in trading.

1.2. By completing the Appropriateness Test, you acknowledge that:

i. You have provided accurate and truthful information about your financial knowledge and experience in relation to high-risk, leveraged financial products, and you understand the risks associated with trading these products;

ii. FXTM may determine, based on the test results, whether our services are appropriate for you. If we determine that our services are not appropriate, we may not allow you to proceed with trading leveraged products or may provide you with a risk warning; and

iii. You will not be permitted to trade until the Appropriateness Test is completed and reviewed by FXTM.

1.3. Failure to complete the Appropriateness Test or providing false or misleading information may result in restrictions on your trading account or termination of your client relationship with FXTM.

1.4. Even if you comply with subparagraphs 1.1(a) to 1.1(c) above, we will still have the absolute discretion to reject your application to become our client.

1.5. To start using a Trading Account, you will be asked to make a deposit.

1.6. If there is a change in your name, address, nationality or any other relevant personal information, you should notify us within fourteen (14) calendar days from the date of the change.

1.7. Your application to become our client will be rejected if you submit false information (whether knowingly or unknowingly) or make a false declaration to us. We may have to report you to the competent authorities in the United Kingdom or elsewhere for these actions.

2. YOUR CLASSIFICATION

2.1. Upon receipt of your application, we will categorise you as a:

a) Retail Client;

b) Professional Client; or

c) Eligible Counterparty,

as defined in our Customer Categorisation Policy.

2.2. Based on the category assigned to you, you will be bound by the rules of the respective category as set out in the Client Categorisation Policy.

2.3. You will inform us immediately if your personal circumstances that affect your category that we have assigned to you, change. We will frequently review your category to comply with the Applicable Regulations and, where applicable, change your category if necessary.

2.4. You will always be categorised and treated as a Retail Client unless we expressly specify otherwise.

3. JOINT ACCOUNTS

3.1. Where the Client comprises two or more individuals, the liabilities and obligations under the Operative Agreements will be joint and several.

3.2. Any warning or other notice given to one of the persons which form the Client will be deemed to have been given to all the persons who form the Client.

3.3. In the event of the death or incapacity of one of the persons which form the Client, all funds held by us or a third party will be for the benefit and at the order of the other individual. All obligations and liabilities owed to us will be owed by such other individual.

4. CLIENT MONEY SEGREGATION

4.1. In accordance with the Client Assets Sourcebook (CASS 7) rules issued by the Financial Conduct Authority (FCA), we are required to make adequate arrangements to safeguard your rights in respect of any client money we hold for you. We are therefore required to segregate any client money held by us from our own funds. Any money that you deposit with us will be held in a segregated client money account at a recognised bank or financial institution. This means that your funds will be kept separate at all times from our own funds and will not be used by us for our own account.

5. CLIENT MONEY PROTECTION

5.1. The money held in a segregated client money account is protected in the event of our insolvency, and our creditors will have no claim over your funds. However, it is important to note that any money deposited with us may be held in a pooled account with funds from other clients, and in the unlikely event of default by the bank or financial institution, you may share proportionally in any shortfall.

6. TREATMENT OF CLIENT MONEY

6.1. We will handle and hold your money in compliance with the CASS 7 rules issued by the FCA, and we will take reasonable steps to ensure that any bank or financial institution holding your client money meets the relevant regulatory requirements for safeguarding your funds.

7. FINANCIAL SERVICES COMPENSATION SCHEME

7.1. You may benefit from the protection offered by the Financial Services Compensation Scheme ("**FSCS**") if we become insolvent or cease trading. You may therefore be entitled to compensation from the FSCS if it is not feasible for us to meet our obligations. This will depend on the type of business and the circumstances of your claim. Further information on the FSCS can be found on their website: www.fscs.org.uk.

8. CONFIDENTIALITY

8.1. The information we hold about you is confidential. It will not be used for any purpose other than providing Services to you.

8.2. Your confidential information will be treated as such provided:

a) it is not already in the public domain or in our legal possession;

b) it was subject to an obligation of confidentiality by us; at the moment of its receipt by us.

8.3. Confidential information may only be disclosed in the following circumstances:

a) in compliance with our Foreign Account Tax Compliance Act (FATCA), Market in Financial Instruments Regulation (MiFIR), and the Applicable Regulations;

b) where required by law or as requested by regulatory and enforcement authorities, courts, and similar bodies which have jurisdiction over us;

c) to investigate or prevent fraud or other illegal activity;

d) to those members of our personnel who require access to confidential information for the performance of their duties or to any third party in connection with the provision of the Services to you by us;

e) for purposes ancillary to the provision of the Services (e.g., credit checks or identification enquiries);

f) at your request or with your consent;

g) to our consultants, lawyers, and auditors, provided that in each case:

i. the relevant professional will be informed about the confidential nature of such information; and

ii. commit to confidentiality obligations similar to the ones in this Clause 8.

8.4. Notwithstanding anything to the contrary in this Agreement or in any non-disclosure, confidentiality, or other agreement between you and us, you hereby consents to the disclosure of information:

a) to the extent required or permitted under, or made in accordance with, the provisions of EMIR and any applicable supporting law, rule or regulation ("**EMIR and Supporting Regulation**") which mandate reporting and/or retention of transaction and similar information or to the extent required or permitted under, or made in accordance with, any order or directive in relation to (and including) EMIR and Supporting Regulation regarding reporting and/or retention of transaction and similar information issued by any authority or body or agency in accordance with which we or you are required or accustomed to act ("**Reporting Requirements**"); or

b) in each case, in connection with such Reporting Requirements, to and between:

i. yours or our head office, branches or affiliates; or

ii. any persons or entities who provide services to you or us or their head office, branches or affiliates.

8.5. Each party acknowledges that pursuant to EMIR and Supporting Regulation, regulators require reporting of trade data to increase market transparency. This also enables regulators to monitor systemic risk to ensure safeguards are implemented globally.

8.6. Each party further acknowledges that disclosures made pursuant hereto may include, without limitation, the disclosure of trade information. This includes:

a) a party's identity (by name, address, corporate affiliation, identifier, or otherwise) to any trade repository registered in accordance with Article 55 of EMIR or recognised in accordance with Article 77 of EMIR; and

b) one or more systems or services operated by any such trade repository ("**TR**") and any relevant regulators (including, without limitation, the European Securities and Markets Authority and national regulators in the European Union) under EMIR and Supporting Regulation.

8.7. Such disclosures could result in certain anonymous transaction and pricing data becoming available to the public.

8.8. Each party further acknowledges that, for purposes of complying with regulatory reporting obligations, a party may use a third-party service provider to transfer trade information into a TR and that a TR may engage the services of a global trade repository regulated by one or more governmental regulators.

8.9. Each party also acknowledges that disclosures made pursuant hereto may be made to recipients in a jurisdiction other than that of the disclosing party. Each party additionally acknowledges that this jurisdiction may not

necessarily provide an equivalent or adequate level of protection for personal data as the counterparty's home jurisdiction.

8.10. For the avoidance of doubt, to the extent that applicable:

i. non- disclosure;

ii. confidentiality provisions;

iii. bank secrecy;

iv. data privacy; or

v. other law,

imposes non-disclosure obligations on a transaction and any similar information that is required to be disclosed in accordance with this Agreement, but permits parties to waive such requirements by consent, such consent and acknowledgements provided herein will be deemed to a consent by each party for the purposes of such obligation set out in this clause 8.10 (i) to (v).

8.11. Any agreement between you and us to maintain confidentiality of information contained in this Agreement or in any non-disclosure, confidentiality or other agreement will continue to apply to the extent that such agreement is not inconsistent with the disclosure of information in connection with the Reporting Requirements as set out herein.

8.12. Nothing herein is intended to limit the scope of any other consent to disclosure separately given by you or us to each other.

8.13. The consenting party represents and warrants that any third party to whom it owes a duty of confidence in respect of the information disclosed has consented to the disclosure of that information.

8.14. You will always keep information about our business confidential, including information about our:

a) operations;

b) processes, products and technology;

c) intellectual property;

d) Access Data;

e) affairs;

f) trading;

g) Transactions;

h) strategies;

i) clients; and/ or

j) suppliers.

9. INTELLECTUAL PROPERTY

9.1. You have no right to use "**FXTM**" as:

a) part of or a sole word while registering domain names; or

b) as a nickname or alias in any public forum; or

c) for any other unauthorised usage.

9.2. All copyrights, trademarks, trade secrets, and other intellectual property rights and proprietary rights to the Website, your Client Dashboard, Publishing Channels and your Platform in their totality, their contents, and any related materials ("**FXTM's IP**") will remain at all times the sole and exclusive property of us or our affiliates.

9.3. You have no right to:

a) copy;

b) modify;

c) decompile;

d) reverse engineer; or

e) make derivative works,

of the Company's IP unless otherwise specified in the Operative Agreements.

10. COMPLAINTS MANAGEMENT PROCEDURE

10.1. To file a complaint with us, you should follow the rules of the Complaints or Grievances Policy that is available on our Website.

11. APPLICABLE LAW AND JURISDICTION

11.1. This Schedule and the Operative Agreements will in all respects be governed by and construed and interpreted in accordance with English law and the courts of England and Wales will have non-exclusive jurisdiction to settle any legal action or proceedings arising out of or in connection with thereto, including any non-contractual disputes and claims.

11.2. Nothing in this clause will prevent us from bringing proceedings against you in any other jurisdiction. If you are situated outside of England and Wales, process by which any proceedings in England are begun may be served on you by being delivered to the address provided by you when you opened your account or to any new address subsequently notified to us. Nothing in this clause affects our right to serve process in another manner permitted by law.

12. DEFINITIONS

12.1. Any defined terms that are not otherwise defined herein will have the meaning ascribed to it in the Agreement.

12.2. In this Schedule, unless the context otherwise requires:

a) "**Applicable Regulations**" means the relevant rules, regulations, circulars, guidelines and directives of the Financial Conduct Authority as amended from time to time;

b) **"Company"** or "**FXTM**" means Exinity UK Limited, a company registered in England and Wales and licensed by the Financial Conduct Authority (FCA) of the United Kingdom with license number 777911. Our company registration No. is 10599136 and our registered address is 1 St. Katharine's Way, London, England, E1W 1UN, and any of its subsidiaries or affiliates as may be specified in this Schedule;

c) "**Client Categorisation Policy**" refers to the method we use to classify clients based on Applicable Regulations and its own criteria. This policy details how clients are sorted into groups considering their financial understanding, experience, and relationship type with us;

d) "**Non-Professional User**" means any natural person:

i. who receives market data solely for his/her personal, non-business use; and

ii. who is not classified as a "securities professional" under Applicable Regulations.

e) "**Operative Agreements**" means the collective terms and conditions governing the relationship between you and us, including but not limited to:

i. this Agreement;

ii. the Terms of Business;

iii. any Risk Disclosures;

iv. the Complaints & Grievances Policy;

v. the Policy Statement;

vi. Order Execution Policy;

vii. Summary Conflicts of Interest Policy;

viii. Client Categorisation Policy;

ix. the Cookie Policy; and

x. any other document listed within the "Policies & Regulation" section of our Website.

Each document should be read thoroughly prior to commencing trading activities.

f) "**Website**" means our website at www.forextime.com/uk or such other website as FXTM may maintain from time to time for access by clients.

SCHEDULE 1: EXINITY LIMITED

1. CAPACITY

1.1. You can become our client only if:

a) You are an individual who is at least eighteen (18) years old or at least the legal age in your respective jurisdiction; or

b) You are a body corporate in good standing that has the legal capacity to enter into the Operative Agreements; and

c) You are domiciled, located, or registered in a country where the distribution or use of our Instruments would not be contrary to local laws or regulations. It is your responsibility to know and comply with any local laws or regulations to which you are subject; and

d) You are not domiciled, located, or registered in a country from which we do not accept clients.

1.2. Stock trading may not be available to you due to country-specific restrictions.

1.3. To access US stock trading, you will be prompted to complete form W-8BEN (if you are an individual) or form W-8BEN-E (if you are a corporate entity). These forms remain valid for three (3) calendar years from the signature date and should be re-submitted after this period expires.

1.4. You have an ongoing obligation to inform us about any changes in your W-8BEN/W-8BEN-E status and re-submit the form to reflect these changes.

1.5. To comply with our duties under the Foreign Account Tax Compliance Act ("**FATCA**") and the Common Reporting Standard ("CRS"), we can request that you provide any information or documentation reasonably required. You will provide it without any delay.

2. JOINT ACCOUNTS

2.1. Where the Client comprises two or more individuals, the liabilities and obligations under the Operative Agreements will be joint and several.

2.2. Any warning or other notice given to one of the persons which form the Client will be deemed to have been given to all the persons who form the Client.

2.3. Any Order given by one of the persons who form the Client will be deemed to have been given by all the persons who form the Client.

2.4. In the event of the death or incapacity of one of the persons which form the Client, all funds held by us or a third party, will be for the benefit and at the order of the other individual. Additionally, all obligations and liabilities owed to us will be owed by such other individual.

3. CLIENT ASSETS

3.1. Your funds will be at all times segregated from our funds as provided for in the Applicable Regulations. In case of our insolvency, your funds will not form a part of our proprietary assets under the Applicable Regulations or the laws of Mauritius on insolvency.

3.2. We are allowed to pool your funds with funds of our other clients and hold them in a segregated omnibus bank account. This account will be named in a manner that shows it does not hold our proprietary funds. We will use reasonable care when choosing a bank for safeguarding your funds.

3.3. We will reconcile our records of your funds balances kept on the segregated omnibus bank accounts with those of the bank with a frequency that is necessary to comply with our safeguarding duties. If due to reconciliation a

transfer of funds should be made to or from a segregated omnibus bank account, this transfer will be initiated on the same Business Day as the reconciliation was performed.

3.4. We may hold your funds in segregated omnibus accounts in banks located outside Mauritius or pass your funds to an intermediate broker, settlement agent, or an over-the-counter counterparty located outside Mauritius to perform your Transaction.

3.5. We will use reasonable care when choosing these third parties. However, we cannot guarantee that your funds will receive the same level of protection as if they were held with or passed on to an entity in Mauritius.

3.6. The rules we follow when safeguarding and safekeeping your Instruments can be found in the Terms of Business.

3.7. At least once per year, we will send you a statement of the funds and Instruments held by you unless this information has been provided to you in another periodic statement.

3.8. Your funds will not earn any interest, and you will not pay any interest on any of your funds held by us.

4. AGGREGATION

4.1. We may aggregate Orders received from you. Aggregation means that we may combine your Orders with those of our other clients for execution as a single Order. We will aggregate Orders if we reasonably believe that this is in your best interest.

4.2. We cannot guarantee that aggregation will result in a more favourable execution price compared to standalone execution and cannot bear any related responsibility.

5. CUSTODY

5.1. When you buy stocks on the Platform, we may arrange custody through a third-party sub-custodian or a recognised clearing organisation, who will provide custody for your stocks.

5.2. The stocks held in custody may be registered in our name or in the name of the third-party custodian, but we will keep a ledger reflecting that they belong to you and not us or the third-party custodian.

5.3. Your stocks may be pooled together with stocks of our other clients in an omnibus co-mingled custody account. If we or the third-party custodian were to become insolvent, there may be delays in identifying your individual stocks in the co-mingled pool, or they may be claimed by the custodian's general creditors. A custodian's insolvency also carries an increased risk of shortfall of stocks, and you might have to share proportionally in that shortfall.

5.4. If we opt to appoint a third-party custodian to hold your stocks, we will exercise reasonable care when selecting this third party and review this selection regularly. But apart from that, we will not be responsible for the acts, omissions, and the aftermath of the insolvency or the dissolution of the third-party custodian.

5.5. If, for whatever reason, there is a shortfall of our stocks kept with a third-party custodian, we will proceed to resolve the matter following the rules of the contract we have with the third party, as well as any applicable laws and Applicable Regulations.

5.6. You authorise us or a third-party custodian appointed by us to transfer stocks to a stocks depository, clearing, or settlement system.

5.7. Stocks that cannot be settled through a central stocks depository system may be held overseas by a third-party, including:

a) custodian;

b) sub-custodian;

c) registrar;

d) bank;

e) intermediate broker; or

f) settlement agent

in our name or in the name of the third party. You may request information to verify this.

5.8. Even though you remain the beneficial owner of their stocks at all times, you are not allowed to directly contract with any other party to sell them. You are also not allowed to create any form of a pledge or encumbrance on your stocks that may result in you losing your ownership rights to them.

5.9. We may sell the stocks, or handle them otherwise, only if we receive instructions from you to do so. We may handle your stocks without any instruction on your side only to the extent allowed by the Applicable Regulations.

5.10. Your stocks may be held in a jurisdiction outside Mauritius, and the market practices and legal regime of that jurisdiction may differ from the same in the Mauritius.

6. SETTLEMENT FOR STOCKS

6.1. When you enter into a stocks Transaction, you must understand that there is a risk that any counterparty on the other side of the trade may fail to go through with the Transaction. We will not be responsible for this failure.

6.2. We will pass on any documents to you or credit any sale proceeds from your stocks Transaction to your trading Account promptly after we receive the same. Any delays in the settlement of the Transaction beyond our control, and any defaults of other parties (including you) to meet the settlement date, are not our responsibility.

6.3. It is your responsibility to ensure that you will always have sufficient cleared Balance to meet any costs applied to Positions or their account.

6.4. Your withdrawal request will be denied if there is insufficient Balance on your trading Account to cover any unsettled Transactions or fees. Where you request a withdrawal shortly after the funds were credited to your Trading Account, we will be allowed to delay settlement for up to eight (8) Business Days to ensure that the funds were cleared and can be withdrawn.

6.5. We, or any intermediary involved in selling your Stocks, might have a statutory obligation to deduct taxes, make other deductions from your sale proceeds before they are credited to your trading Account.

7. REPORTING REQUIREMENTS

7.1. Your Trading Account Balance, as well as any other information connected to your Transactions will be available at all times upon submitting a request to us.

7.2. By accepting this Agreement, you agree that you will have sufficient information to manage your Trading Account and that we comply with the Financial Services Commission, Mauritius rules on client Reporting requirements.

7.3. You agree not to receive a monthly, quarterly, or annual statement of your Trading Account Balance and trading activities.

7.4. All records related to your instructions, Transactions, Orders as well as any other of your activities as our client will be maintained by us for seven (7) years after the date you stop being our client.

8. INTELLECTUAL PROPERTY

8.1. You have no right to use "**FXTM**" as:

a) part of or a sole word while registering domain names; or

b) as a nickname or alias in any public forum; or

c) for any other unauthorised usage.

8.2. All copyrights, trademarks, trade secrets, and other intellectual property rights and proprietary rights to the Website, your Client Dashboard, Publishing Channels and your Platform in their totality, their contents, and any related materials ("**FXTM's IP**") will remain at all times the sole and exclusive property of us or our affiliates.

8.3. You have no right to:

a) copy;

b) modify;

c) decompile;

d) reverse engineer; or

e) make derivative works,

of the Company's IP unless otherwise specified in the Operative Agreements.

9. COMPLAINTS MANAGEMENT PROCEDURE

9.1. To file a complaint with us, you should follow the rules of the Complaints or Complaints Management Policy that is available on our Website.

10. APPLICABLE LAW AND JURISDICTION

10.1. This Schedule and the Operative Agreements will be governed by and construed in accordance with the laws of the Republic of Mauritius.

10.2. In the event of a dispute arising out of or relating to the Operative Agreements, you irrevocably agree to first seek settlement of that dispute with us under the Regulations for Non-Trading Operations or in accordance with our Complaints Management Policy, respectively.

10.3. If any dispute is not satisfactorily settled in accordance with Clause 10.2 above, then either party to the Agreement may commence proceedings in accordance with Clause 10.4 below.

10.4. With respect to any proceedings, you irrevocably:

a) agree that the courts of the Republic of Mauritius will have exclusive jurisdiction to settle any disputes in connection with the Agreement;

b) submit to the jurisdiction of the courts of the Republic of Mauritius;

c) waive your right to any objection which you may have at any time to the filing of any legal cases in any such courts;

d) agree not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over you.

10.5. You irrevocably waive, to the fullest extent permitted by law, with respect to you and your revenues and assets, all immunity from:

a) jurisdiction of any courts or arbitral proceedings;

b) relief by way of injunction, orders for specific performance, or for recovery of property;

c) attachment of your assets (whether obtained before or after judgment or award); and

d) the execution or enforcement of any judgment to which you and/or your revenues or assets might otherwise be the subject matter in any proceedings in arbitration or in courts.

11. DEFINITIONS

11.1. Any defined terms that are not otherwise defined in this Schedule will have the meaning ascribed to it in the Agreement.

11.2. In this Schedule, unless the context otherwise requires:

a) "**Applicable Regulations**" means relevant regulations, circulars, guidelines and Directives of the Financial Services Commission in Mauritius, as amended from time to time;

b) "**Company**" means to Exinity Limited, a company registered in the Republic of Mauritius and licensed by the Financial Services Commission of Mauritius with an Investment Dealer (Full-Service Dealer excluding Underwriting) License with license number C113012295. Our company registration No. is 119470 C1/GBL and our registered address is 5th Floor, NEX Tower, Rue du Savoir, Cybercity, Ebene 72201, Republic of Mauritius, and any of its subsidiaries or affiliates as may be specified in this Schedule.

c) "**Illicit Profit**" means the profit which has been generated as a result of a specific default situation and/or during Abnormal Market Conditions.

d) "**Operative Agreements**" means the collective terms and conditions governing the relationship between the parties, including, but not limited to:

i. this Agreement;

ii. the Terms of Business;

iii. any Risk Disclosures;

iv. the Complaints Management Policy;

v. the Privacy Statement;

vi. the Regulations for Non-Trading Operations;

vii. the Information on Anti-Money Laundering;

viii. the Agreement for Market Data Display Services;

ix. the Cookie Policy; and

x. any other document listed within the "Policies & Regulation" section of our Website.

Each document should be read thoroughly prior to commencing trading activities; and

e) "**Website**" means our website at www.forextime.com or such other website as we may maintain from time to time for access by you.

SCHEDULE 1: EXINITY CAPITAL EAST AFRICA LIMITED

1. CAPACITY

1.1. You can become our client only if:

a) You are an individual who is at least eighteen (18) years old or at least the legal age in your respective jurisdiction; or

b) You are a body corporate in good standing that has the legal capacity to enter into the Operative Agreements; and

c) You are domiciled, located, or registered in a country where the distribution or use of our Instruments would not be contrary to local laws or regulations. It is your responsibility to know and comply with any local laws or regulations to which you are subject; and

d) You are not domiciled, located, or registered in a country from which we do not accept clients.

1.2. Stock trading may not be available to you due to country-specific restrictions.

1.3. To access US stock trading, you will be prompted to complete form W-8BEN (if you are an individual) or form W-8BEN-E (if you are a corporate entity). These forms remain valid for three (3) calendar years from the signature date and should be re-submitted after this period expires.

1.4. You have an ongoing obligation to inform us about any changes in your W-8BEN/W-8BEN-E status and re-submit the form to reflect these changes.

1.5. To comply with our duties under the Foreign Account Tax Compliance Act ("**FATCA**") and the Common Reporting Standard ("**CRS**"), we can request that you provide any information or documentation reasonably required. You will provide it without any delay.

2. CLIENT ASSETS

2.1. The rules we follow when safeguarding and safekeeping your Instruments can be found in the Terms of Business.

2.2. At least once per year, we will send you a statement of the funds and Instruments held by you unless this information has been provided to you in another periodic statement.

2.3. Your funds will not earn any interest, and we will not pay any interest on any of your funds held by us.

2.4. Your funds will be at all times segregated from our funds as provided for in the Applicable Regulations. In case of our insolvency, your funds will not form a part of our proprietary assets under the Applicable Regulations or the laws of Kenya on insolvency.

2.5. We are allowed to pool your funds with funds of our other clients and hold them in a segregated omnibus bank account. This account will be named in a manner that shows it does not hold our proprietary funds. We will use reasonable care when choosing a bank for safeguarding your funds.

2.6. We will reconcile our records of your funds balances kept on the segregated omnibus bank accounts with those of the bank with a frequency that is necessary to comply with our safeguarding and/or duties specified by Applicable Regulations. If due to reconciliation a transfer of funds should be made to or from a segregated omnibus bank account, this transfer will be initiated on the same Business Day as the reconciliation was performed.

2.7. Whereas we hold your funds in bank/s licensed in Kenya, we may hold your funds in segregated omnibus accounts in banks located outside Kenya or pass your funds to an intermediate broker, settlement agent, or an over-the-counter counterparty located outside Kenya to perform your Transaction.

2.8. We will use reasonable care when choosing these third parties. However, regulatory requirements regarding clients' funds and assets protection may vary across jurisdictions.

2.9. The rules we follow when safeguarding and safekeeping your Instruments can be found in the Terms of Business.

2.10. At least once per month, we will send you a statement of the funds and Instruments held by you unless this information has been provided to you in another periodic statement.

3. AGGREGATION

3.1. We may aggregate Orders received from you. Aggregation means that we may combine your Orders with those of our other clients for execution as a single Order. We will aggregate Orders if we reasonably believe that this is in your best interest.

3.2. We cannot guarantee that aggregation will result in a more favourable execution price compared to standalone execution, and cannot bear any related responsibility.

4. CUSTODY

4.1. When you buy stocks on the Platform, we may arrange custody through a third-party sub-custodian or a recognised clearing organisation, who will provide custody for your stocks.

4.2. The stocks held in custody may be registered in our name or in the name of the third-party custodian, but we will keep a ledger reflecting that they belong to you and not us or the third-party custodian.

4.3. Your stocks may be pooled together with stocks of our other clients in an omnibus co-mingled custody account. If we or the third-party custodian were to become insolvent, there may be delays in identifying your individual stocks in the co-mingled pool, or they may be claimed by the custodian's general creditors. A custodian's insolvency also carries an increased risk of shortfall of stocks, and you might have to share proportionally in that shortfall.

4.4. If we opt to appoint a third-party custodian to hold your stocks, we will exercise reasonable care when selecting this third party and review this selection regularly. But apart from that, we will not be responsible for the acts, omissions, and the aftermath of the insolvency or the dissolution of the third-party custodian.

4.5. If, for whatever reason, there is a shortfall of our stocks kept with a third-party custodian, we will proceed to resolve the matter following the rules of the contract we have with the third party, as well as any applicable laws and Applicable Regulations.

4.6. You authorise us or a third-party custodian appointed by us to transfer stocks to a stocks depository, clearing, or settlement system.

4.7. Stocks that cannot be settled through a central stocks depository system may be held overseas by a third-party, including:

a) custodian;

b) sub-custodian;

c) registrar;

d) bank;

e) intermediate broker; or

f) settlement agent,

in our name or in the name of the third party. You may request information to verify this.

4.8. Even though you remain the beneficial owner of their stocks at all times, you are not allowed to directly contract with any other party to sell them. You are also not allowed to create any form of a pledge or encumbrance on your stocks that may result in you losing your ownership rights to them.

4.9. We may sell the stocks, or handle them otherwise, only if we receive instructions from you to do so. We may handle your stocks without any instruction on your side only to the extent allowed by the Applicable Regulations.

4.10. Your stocks may be held in a jurisdiction outside Kenya, and the market practices and legal regime of that jurisdiction may differ from the same in Kenya.

5. SETTLEMENT FOR STOCKS

5.1. When you enter into a stocks Transaction, you must understand that there is a risk that any counterparty on the other side of the trade may fail to go through with the Transaction. We will not be responsible for this failure.

5.2. We will pass on any documents to you or credit any sale proceeds from your stocks Transaction to your trading Account promptly after we receive the same. Any delays in the settlement of the Transaction beyond our control, and any defaults of other parties (including you) to meet the settlement date, are not our responsibility.

5.3. It is your responsibility to ensure that you will always have sufficient cleared Balance to meet any costs applied to Positions or their account.

5.4. Your withdrawal request will be denied if there is insufficient Balance on your trading Account to cover any unsettled Transactions or fees. Where you request a withdrawal shortly after the funds were credited to your Trading Account, we will be allowed to delay settlement for up to eight (8) Business Days to ensure that the funds were cleared and can be withdrawn.

5.5. We, or any intermediary involved in selling your Stocks, might have a statutory obligation to deduct taxes, make other deductions from your sale proceeds before they are credited to your trading Account.

6. CONFIDENTIALITY

6.1. The information which we hold about you is confidential and will not be used for any purpose other than providing Services to you.

6.2. Your confidential information will be treated as such provided:

a) it is not already in the public domain or in our legal possession; and

b) it was subject to an obligation of confidentiality by us,

at the time of its receipt by us.

6.3. Confidential information may only be disclosed in the following circumstances:

a) in compliance with our FATCA and CRS duties;

b) where required by law or as requested by regulatory and enforcement authorities, courts and similar bodies which have jurisdiction over us;

c) to investigate or prevent fraud or other illegal activity;

d) to those members of our personnel who require access to confidential information for the performance of their duties, or to any third party in connection with the provision of the Services to you by us;

e) for purposes ancillary to the provision of the Services (e.g., credit checks or identification enquiries);

f) at your request or with your consent; and/or

g) to your consultants, lawyers, and auditors, provided that in each case the relevant professional will be informed about the confidential nature of such information and commit to confidentiality obligations similar to the ones in this Clause 6.

6.4. You will, at all times, keep confidential information about our business, including information about our:

a) operations;

b) processes;

c) products;

d) technology;

e) our intellectual property;

f) Access Data;

g) affairs;

h) trading;

i) Transactions;

j) strategies;

k) our clients; and

l) suppliers.

7. INTELLECTUAL PROPERTY

7.1. You have no right to use "**FXTM**" as:

a) part of or a sole word while registering domain names; or

b) as a nickname or alias in any public forum; or

c) for any other unauthorised usage.

7.2. All copyrights, trademarks, trade secrets, and other intellectual property rights and proprietary rights to the Website, your Client Dashboard, Publishing Channels and your Platform in their totality, their contents, and any related materials ("**FXTM's IP**") will remain at all times the sole and exclusive property of us or our affiliates.

7.3. You have no right to:

a) copy;

b) modify;

c) decompile;

d) reverse engineer; or

e) make derivative works

of the Company's IP unless otherwise specified in the Operative Agreements.

8. COMPLAINTS MANAGEMENT PROCEDURE

8.1. To file a complaint with us, you should follow the rules of our Complaints Management Policy that is available on our Website.

9. APPLICABLE LAW AND JURISDICTION

9.1. This Agreement will be governed by and construed in accordance with the laws of the Republic of Kenya.

9.2. In the event of a dispute arising out of or relating to the Operative Agreements, you irrevocably agree to first seek settlement of that dispute with us under the Regulations for Non-Trading Operations or in accordance with the Complaints Management Policy, respectively.

9.3. If any dispute is not satisfactorily settled in accordance with the Clause 9.2 above, then either party to the Agreement may commence proceedings in accordance with Clause 9.4 below.

9.4. With respect to any proceedings, you irrevocably:

a) agree that the courts of the Republic of Kenya will have exclusive jurisdiction to settle any disputes in connection with the Agreement;

b) submit to the jurisdiction of the courts of the Republic of Kenya;

c) waive your right to any objection which you may have at any time to the filing of any legal cases in any such courts;

d) agree not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over you.

9.5. You irrevocably waive, to the fullest extent permitted by law, with respect to you and your revenues and assets, all immunity from:

a) jurisdiction of any courts or arbitral proceedings;

b) relief by way of injunction, orders for specific performance, or for recovery of property;

c) attachment of your assets (whether obtained before or after judgment or award); and

d) the execution or enforcement of any judgment to which you or your revenues or assets might otherwise be the subject matter in any proceedings in arbitration or in courts.

10. DEFINITIONS

10.1. Any defined terms that are not otherwise defined herein will have the meaning ascribed to it in the Agreement.

10.2. In this Schedule, unless the context otherwise requires:

a) **"Applicable Regulations"** means the Capital Markets Act (Cap 485A of the Laws of Kenya), relevant regulations, circulars, guidelines and Directives of the Capital Markets Authority and any other applicable laws of Kenya, as amended from time to time;

b) **"Company"** or "**FXTM**" means Exinity Capital East Africa Limited, a company registered in the Republic of Kenya and licensed by the Capital Markets Authority of Kenya as a Non-Dealing Foreign Exchange Broker with license number 135. Our company registration No. is PVT-ZQU6JE7, and our registered address is Kiganjo House, Rose Avenue, Kilimani, P.O. Box 50719 – 00200 Nairobi, Kenya;

c) "**Operative Agreements**" means the collective terms and conditions governing the relationship between the parties, including, but not limited to:

i. this Agreement;

ii. the Terms of Business;

iii. any Risk Disclosures;

iv. the Complaints & Grievances Policy;

v. the Privacy Statement;

vi. the Regulations for Non-Trading Operations;

vii. the Information on Anti-Money Laundering;

viii. the Agreement for Market Data Display Services;

ix. the Cookie Policy; and

x. any other document listed within the “Policies & Regulation” section of our Website.

Each document should be read thoroughly prior to commencing trading activities.

d) **“Server”** means any server or program used from time to time to execute your instructions, and to provide trading information in real-time mode;

e) “**Website**” means our website, located at www.forextime.com, or such other website as we may maintain from time to time for access by you.

SCHEDULE 1: EXINITY ME LIMITED

1. CAPACITY

1.1. You can become our client only if:

a) You are an individual who is at least eighteen (18) years old or at least the legal age in your respective jurisdiction; or

b) You are a body corporate in good standing that has the legal capacity to enter into the Operative Agreements; and

c) You are domiciled, located, or registered in a country where the distribution or use of our Instruments would not be contrary to local laws or regulations. It is your responsibility to know and comply with any local laws or regulations to which you are subject; and

d) You are not domiciled, located, or registered in a country from which we do not accept clients.

2. CLIENT ASSETS

2.1. Your funds will be at all times segregated from our funds as provided for in the Applicable Regulations. In case of our insolvency, your funds will not form a part of our proprietary assets under the Applicable Regulations or the laws of the Abu Dhabi Global Market on insolvency.

2.2. We are allowed to pool your funds with funds of our other clients and hold them in a segregated omnibus bank account that will be named in a manner that shows that this bank account does not hold our proprietary funds. We will use reasonable care when choosing a bank for safeguarding your funds.

2.3. We will reconcile our records of your funds balances kept on the segregated omnibus bank accounts with ours with a frequency that is necessary to comply with our safeguarding duties. If, due to reconciliation, a transfer of funds should be made to or from a segregated omnibus bank account, this transfer will be initiated on the same Business Day as the reconciliation was performed.

2.4. We may hold your funds in segregated omnibus accounts in banks located outside the Abu Dhabi Global Market or pass your funds to an intermediate broker, settlement agent, or an over-the-counter counterparty located outside the Abu Dhabi Global Market to perform your Transaction. We will use reasonable care when choosing these third parties, however, we cannot guarantee that your funds will receive the same level of protection as if they were held with or passed on to an entity in the Abu Dhabi Global Market.

2.5. At least once monthly, we will send you a statement of your funds and Instruments held by us, unless this information has been provided to you in another periodic statement.

2.6. We may not pay interest on any funds you hold with us.

3. AGGREGATION

3.1. We may aggregate Orders received from you. Aggregation means that we may combine your Orders with those of our other clients for execution as a single Order. We will aggregate Orders if we reasonably believe that this is in your best interest.

3.2. We cannot guarantee that aggregation will result in a more favourable execution price compared to standalone execution, and cannot bear any related responsibility.

4. CUSTODY

4.1. When you buy stocks on the Platform, we may arrange custody through a third-party sub-custodian or a recognised clearing organisation, who will provide custody for your stocks.

4.2. The stocks held in custody may be registered in our name or in the name of the third-party custodian, but we will keep a ledger reflecting that they belong to you and not us or the third-party custodian.

4.3. Your stocks may be pooled together with stocks of our other clients in an omnibus co-mingled custody account. If we or the third-party custodian were to become insolvent, there may be delays in identifying your individual stocks in the co-mingled pool, or they may be claimed by the custodian's general creditors. A custodian's insolvency also carries an increased risk of shortfall of stocks, and you might have to share proportionally in that shortfall.

4.4. If we opt to appoint a third-party custodian to hold your stocks, we will exercise reasonable care when selecting this third party and review this selection regularly. But apart from that, we will not be responsible for the acts, omissions, and the aftermath of the insolvency or the dissolution of the third-party custodian.

4.5. If, for whatever reason, there is a shortfall of our stocks kept with a third-party custodian, we will proceed to resolve the matter following the rules of the contract we have with the third party, as well as any applicable laws and Applicable Regulations.

4.6. You authorise us or a third-party custodian appointed by us to transfer stocks to a stocks depository, clearing, or settlement system.

4.7. Stocks that cannot be settled through a central stocks depository system may be held overseas by a third-party, including:

a) custodian;

b) sub-custodian;

c) registrar;

d) bank;

e) intermediate broker; or

f) settlement agent,

in our name or in the name of the third party. You may request information to verify this.

4.8. Even though you remain the beneficial owner of their stocks at all times, you are not allowed to directly contract with any other party to sell them. You are also not allowed to create any form of a pledge or encumbrance on your stocks that may result in you losing your ownership rights to them.

4.9. We may sell the stocks, or handle them otherwise, only if we receive instructions from you to do so. We may handle your stocks without any instruction on your side only to the extent allowed by the Applicable Regulations.

4.10. Your stocks may be held in a jurisdiction outside the Abu Dhabi Global Market, and the market practices and legal regime of that jurisdiction may differ from the same in the Abu Dhabi Global Market.

5. SETTLEMENT FOR STOCKS

5.1. When you enter into a stocks Transaction, you must understand that there is a risk that any counterparty on the other side of the trade may fail to go through with the Transaction. We will not be responsible for this failure.

5.2. We will pass on any documents to you or credit any sale proceeds from your stocks Transaction to your trading Account promptly after we receive the same. Any delays in the settlement of the Transaction beyond our control, and any defaults of other parties (including you) to meet the settlement date, are not our responsibility.

5.3. It is your responsibility to ensure that you will always have sufficient cleared Balance to meet any costs applied to Positions or their account.

5.4. Your withdrawal request will be denied if there is insufficient Balance on your trading Account to cover any unsettled Transactions or fees. Where you request a withdrawal shortly after the funds were credited to your Trading Account, we will be allowed to delay settlement for up to eight (8) Business Days to ensure that the funds were cleared and can be withdrawn.

5.5. We, or any intermediary involved in selling your Stocks, might have a statutory obligation to deduct taxes, make other deductions from your sale proceeds before they are credited to your trading Account.

6. SECURITIES LENDING

6.1. We may instruct third-party providers, where possible, to lend out certain securities against collateral. Any income generated by this activity may be retained by us as provided on the Website.

7. RISK DISCLOSURES

7.1. We disclose, and you acknowledge, that you run a great risk of incurring losses and damages as a result of the purchase or sale of any Instrument. You also acknowledge that you are willing to undertake this risk. Risks are fully disclosed in the Risk Disclosure provided to you from time to time.

7.2. You acknowledge receipt of the Risk Disclosure provided to you by us.

8. NEMO ASSISTANT

8.1. In case you use the Nemo Assistant that we may provide, and notwithstanding anything else contained in this Agreement, you acknowledge that:

a) the information provided by Nemo Assistant is for informational purposes only and is not intended as financial, legal, investment, or tax advice;

b) Nemo Assistant does not endorse any financial products, services, or companies, and makes no representation or warranty of any kind as to the accuracy, completeness, reliability, suitability, or availability of the information provided;

c) the information provided by Nemo Assistant is based on the information available at the time of its training and may be outdated or no longer applicable;

d) you will seek advice from a qualified financial advisor or legal professional before making any financial or legal decisions; and

e) the information provided by Nemo Assistant is provided “as is”, and we make no representations or warranties of any kind, express or implied, as to the completeness, accuracy, reliability, suitability, or availability with respect to the information, products, services, or related graphics contained in the information for any purpose.

9. COMPLAINTS MANAGEMENT PROCEDURE

9.1. To file a complaint with us, you should follow the rules of our Complaints Management Policy that is available on our Website.

10. CONFIDENTIALITY

10.1. The information which we hold about you is confidential and will not be used for any purpose other than providing Services to you.

10.2. Your confidential information will be treated as such provided it is not already in the public domain or in our legal possession or it was subject to our obligation of confidentiality at the moment we received it.

10.3. We will only disclose confidential information in the following circumstances:

a) in compliance with compliance with our FATCA and CRS duties;

b) where required by law or as requested by regulatory and enforcement authorities, courts, and similar bodies which have jurisdiction over us;

c) to investigate or prevent fraud or other illegal activity;

d) to those members of our personnel who require access to confidential information for the performance of their duties or to any third party in connection with the provision of the Services to you by us;

e) for purposes ancillary to the provision of the Services (e.g., credit checks or identification enquiries);

f) at your request or with your consent; and

g) to our consultants, lawyers, and auditors, provided that in each case the relevant professional will be informed about the confidential nature of such information and commit to the confidentiality obligations similar to ones in this clause.

10.4. You will, at all times, keep confidential information about our business, including: information about:

a) Our operations, processes, products and technology;

b) our IP;

c) Access Data;

d) affairs;

e) trading;

f) transactions;

g) strategies;

h) our clients; and

i) suppliers.

11. INTELLECTUAL PROPERTY

The information Intellectual Property

11.1. You have no right to use "**Exinity**" or "**Nemo**" as part of or a sole word while registering:

a) domain names; or

b) as a nickname or alias in any public forum; or

c) due to any other unauthorised usage.

11.2. All copyrights, trademarks, trade secrets, and other intellectual property rights and proprietary rights thereof in their totality, their contents, and any related materials (the "**Company's IP**") will remain at all times the sole and exclusive property of us or our affiliates.

11.3. You will have no right to:

a) copy;

b) modify;

c) decompile;

d) reverse engineer; or

e) make derivative works of

12. the Company's IP, unless otherwise specified in the Operative Agreements.APPLICABLE LAW AND JURISDICTION

12.1. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of the Abu Dhabi Global Market.

12.2. In the event of a dispute arising out of or relating to the Operative Agreements, you irrevocably agree to first seek settlement of that dispute with us in accordance with the Complaints Management Policy. If the dispute is not satisfactorily settled in accordance with this clause, then either party to the Terms may commence proceedings in accordance with the clause below.

12.3. With respect to any proceedings, you irrevocably:

a) agree that the courts of the Abu Dhabi Global Market will have exclusive jurisdiction to settle any disputes in connection with this Agreement;

b) submit to the jurisdiction of the courts of the Abu Dhabi Global Market;

c) waive any right to object at any time to the filing of any legal cases in any such courts; and

d) agree not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over you.

13. DEFINITIONS

13.1. Any defined terms that are not otherwise defined in this Schule will have the meaning ascribed to it in the Agreement.

13.2. In this Schedule, unless the context otherwise requires:

a) **"Company"** or **"Nemo"** means Exinity ME Limited, a company incorporated in the Abu Dhabi Global Market ("ADGM") with registration No. is 000004692 and registered address is 16-104, 16 Floor, Wework Hub 71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates. We are authorised by the Financial Services Regulatory Authority ("**FSRA**") to deal in investment as principal (matched principal only) and agent and to arrange custody, with financial services permission number 200015;

b) "**Operative Agreements**" means the collective documents that delineate the relationship between the parties, encompassing:

i. these Terms;

ii. any Risk Disclosures;

iii. the Privacy Policy;

iv. the Cookie Policy;

v. the Website Terms of Use;

vi. the Annexures and Schedules thereto;

vii. any terms and conditions of regulated third-party providers; and

viii. any terms displayed on our Website.

c) "**Applicable Regulations**" means the rules and regulations of the Financial Services Regulatory Authority of the Abu Dhabi Global Market as amended from time to time; and

d) "**Website**" means www.nemo.money, or such other website as we may maintain from time to time for access by you.

APPENDIX 1: REGULATIONS ON TRADING CFDS INSTRUMENTS

1. INTRODUCTION

1.1. This section explains the rules we follow when we execute your CFD Transactions (including Cryptocurrency CFDs).

1.2. This Agreement explains:

a) the rules around opening and closing your Positions;

b) what steps we take if the Margin Level on your CFD Trading Accounts is not enough to support your Open Positions; and

c) how we communicate with you about your trading activity.

1.3. Apart from this Agreement, there are rules around your trading in the Terms of Business. You should read each of them carefully before you start trading with us.

1.4. You can find definitions for any capitalised terms used in this Appendix in the Terms of Business.

2. GENERAL TERMS

Quotes

2.1. We recalculate Quotes for all Instruments in real time, based on market conditions and streaming prices received from our liquidity providers, and send you some of these Quotes in the Platform.

2.2. You will receive Quotes through the Platform. By accepting the terms of this Agreement, you also accept that these Quotes are correct and valid.

2.3. Quotes may vary significantly for many reasons, which include:

a) market prevailing conditions may lead to varying Quotes;

b) the attributes of the Instrument may also lead to varying Quotes.

2.4. We have a right not to send you an update to a Quote. While trading with us, you should assume that:

a) you may not receive all the Quotes; and

b) Spreads on Instruments are not fixed and will vary depending on market conditions and the streaming prices we receive from our liquidity providers.

3. ASK AND BID PRICES. SPREAD

3.1. For some Instruments, you will see a difference between the buy (or "**Ask**") and sell (or "**Bid**") prices. This difference between Ask and Bid is called "Spread".

3.2. The Ask is used to open a Long Position (or go "long", when you buy an Instrument with the expectation that it will rise in price) and to close a Short Position (or go "short", when you sell an instrument with the expectation that it will decline in price).

3.3. The Bid is used to close a Long Position and to open a Short Position.

4. LEVERAGE

4.1. We allow you to trade certain Instruments using Leverage, which increases the value of your trade without the need to add any more of your own funds (here, we will lend you the additional funds). Because the amount of the Margin you contribute to a trade may be relatively small compared to the total notional value of the leveraged trade, a minor market movement may have a proportionally larger impact on how this trade plays out for you. This may either work for you (i.e., multiply your Profit) or against you (i.e., multiply your Loss).

4.2. Each instrument has a default leverage setting, and this will be visible on the platform or on our website as updated from time to time.

4.3. We have the right to change (with immediate effect) the Leverage set for your Open Positions without giving you any advance notice. Leverage set for already Open Positions may be changed:

a) because of Abnormal Market Conditions; and/or

b) because of a Force Majeure Event.

The Leverage we provide is tiered and not fixed. The maximum available Leverage for an Instrument may change if the notional value of your trade hits a certain threshold. We use predefined thresholds to calculate how much Leverage we can offer you at a certain point in time.

5. STOP LOSSES

5.1. Your Stop Loss prices are always an estimate. Your actual loss could be higher (or lower) because of:

a) Swap Fees or Swap Free commissions, which may impact the return on your Open Position or your available funds accordingly;

b) price Slippages or Gapping at the Open Position's closure; and

c) currency conversion rates.

6. TAKE PROFIT

6.1. Your take profit prices are always an estimate. Your actual profit could be higher (or lower) because of:

a) Swap Fees or Swap Free commissions, which may impact the return on your Open Position or your available funds accordingly;

b) price Slippages or Gapping at the Open Position's closure; and

c) currency conversion rates.

7. QUOTES BASE SYNCHRONISATION

7.1. In case of an unforeseen break or incorrect flow in the Quotes Flow caused by software or hardware failure, we will have the right to synchronise the Quotes with another source.

7.2. In the case of any disputes in respect of failed Quotes Flow, the synchronised Quotes will be used to resolve the dispute.

8. MARKET ORDERS

8.1. Market Orders can be placed only through the Platform.

8.2. You cannot cancel a Market Order once it is placed, you can only modify it.

8.3. You can place and modify Market Orders only during the Instrument's normal trading hours. You can check the normal trading hours for each Instrument on the trading Platform.

8.4. We execute Market Orders based on volume (number of units).

8.5. You can send Market Orders only through the Platform.

8.6. When handling your Market Orders, we will follow these steps:

a) you enter Order details to the Trading Platform which checks if they are valid;

b) if the Market Order details are valid, the app will send them to the Server;

c) if there is no disruption of connection between your phone and the Server, the Server will receive the Market Order details and start the process of their verification;

d) a verified client Order is placed in a queue and handled by arrival time (i.e., first in, first out basis) by a non-deal desk system;

e) after the Market Order has been handled, the Server will send to the app the outcome: the Market Order was executed, or the Market Order was declined.

8.7. If your Market Order is declined, you will receive a message through the Trading Platform with the reason for the decline:

a) insufficient external liquidity available to hedge your position.

b) you have insufficient funds to execute the order;

c) you have reached the limit for overall volume (based on the number of trades or the total sum of orders volume) and for the number of Open Positions on your Trading Account;

d) a Force Majeure Event occurred; or

e) any other preset for the Order was not verified.

8.8. Once you enter presets for your Market Order and swipe to open a new Position, your Market Order details are checked by the Server to verify that:

a) you have enough available funds to open a new Position and cover any applicable commissions and fees;

b) your Margin allows you to open a new Position;

c) the Leverage you chose for the trade is available for the Instrument;

d) no trading limits are reached (based on volume of Instruments or number of currently Open Positions).

8.9. A Market Order can be declined if any of the above mentioned Market Order details are not verified or due to other reasons. You will receive a message on the Platform with a reason for the decline.

We execute your Market Order in the full requested volume of Instruments, meaning that there is no partial execution on the Platform. If the necessary Instrument volume is not available on the market, your Order will be declined, and a relevant message will appear on the Platform.

9. CLOSING A POSITION

9.1. An Open Position can be closed:

a) manually by you in the Platform;

b) automatically when the Stop Loss is hit;

c) automatically when Take Profit is hit; or

d) automatically when the margin level drops below the Margin Close Out Level.

10. PROCESSING AND EXECUTION OF AN ORDER TO CLOSE A POSITION

10.1. An Open Position is considered closed once the relevant record appears in the Account History.

10.2. We may close any of your Open Positions without a warning or notice as part of the dispute resolution process.

10.3. If an Open Position is closed during dispute resolution, we will not be responsible for any lost profits or losses, even if these results would have been more favourable for you based on the actions you could have taken if your Open Position remained open.

11. EXECUTION PRICE AND MARKET FLUCTUATIONS

11.1. Prices of financial markets can move very fast, even within the shortest time before your Order is executed. A price change may affect the funds you invest in the trade and is referred to as a margin on the trade ticket.

12. STOP OUT

12.1. Your Margin Level is a safety level that indicates whether you have enough funds to support your Open Positions. Your Margin Level will be monitored by the Server.

12.2. If your Margin Level falls below 100%, you will not be able to open a new Position.

12.3. If your Margin Level is less than the level of the Stop Out specified on the Trading Platform or visible on our website as updated from time to time, we will Stop Out (i.e., automatically close your Open Positions with the biggest Loss) to bring your Margin Level to the required threshold or above. This will be done with no prior Written Notice.

12.4. A Stop Out is a safety mechanism to protect you from big Losses due to sudden market movements. The Stop Out instruction is generated by the Server. You should understand that your Open Positions may be closed at a price that is different from the Quote generated by the Server in its Stop Out instruction.

12.5. Stop Outs will be triggered at the price point at which we hedged your trade or at the price available at the moment the Order is executed.

12.6. If a Stop Out has resulted in a negative Balance on your Trading Account, general negative balance protection rules found in the Client Agreement will apply. If this negative balance is as a result of your illicit activities, you will be liable for the loss and must pay any amount due immediately. We may compensate this loss from the funds in any of your other accounts held by us.

12.7. We may close your Open Positions without your consent or any prior notice if your Equity is less than the Level of Stop Out specified on our Website or Platform or where relevant, via our Publishing Channels.

12.8. Once the Position has been closed, the relevant record appears in the Server Log File with the “Stop Out” remark where applicable.

12.9. We may, with no prior Written Notice, change the Stop Out and Margin Levels.